ETAN

A TREATISE

ON THE

MEASURE OF DAMAGES

OR

AN INQUIRY INTO THE PRINCIPLES WHICH GOVERN THE AMOUNT OF PECUNIARY COMPENSATION AWARDED BY COURTS OF JUSTICE

BY

THEODORE SEDGWICK

AUTHOR OF "A TREATISE ON STATUTORY AND CONSTITUTIONAL LAW"

Cum pro *eo quod interest* dubitationes antiquæ in infinitum productæ sint, melius nobis visum est, hujusmodi prolixitatem, prout possibile est, in angustum coarctare.

Cod. De sent. quæ pro eo quod int. prof. lib. vii, tit. xlvii

NINTH EDITION

REVISED, REARRANGED, AND ENLARGED

BY

ARTHUR G. SEDGWICK

AND

JOSEPH H. BEALE

VOL. IV

NEW YORK

BAKER, VOORHIS & CO.

1912

2493/15

Copyright, 1891, by
ARTHUR G. SEDGWICK

Copyright, 1912, by
ARTHUR GEORGE SEDGWICK

T
5e 288 m
1912

PRESS OF T. MOREY & SON
GREENFIELD, MASS., U. S. A.

TABLE OF CONTENTS

VOL. IV

VOLUME I

Chapter		Page
I.	General view of the subject	1
II.	Compensation	42
III.	Reduction of the original loss	86
IV.	Compensation for injury to a limited interest in property	109
V.	Entire and prospective damages	137
VI.	Nominal damages	164
VII.	Proximate and remote damages	192
VIII.	Natural consequences	259
IX.	Certain and uncertain damages; profits	317
X.	Avoidable consequences	385
XI.	Replacement	450
XII.	Expenses of litigation	463
XIII.	The measure and elements of value	489
XIV.	Medium of payment	529
XV.	Interest	551
XVI.	Exemplary damages	686
XVII.	Liquidated damages	757

VOLUME II

Chapter		Page
XVIII.	Tortious injuries to personal property	827
XIX.	Malicious torts	856
XX.	Personal injury	911
XXI.	Actions for the conversion of personal property	944
XXII.	Higher intermediate value	991
XXIII.	Actions for the recovery of specific personal property	1029
XXIV.	Actions against officers	1053
XXV.	Actions for the death of a human being	1093
XXVI.	Damages in admiralty	1134
XXVII.	Damages in actions on contracts	1159
XXVIII.	Breach of promise of marriage	1272
XXIX.	Contracts of construction	1289
XXX.	Implied or quasi contracts	1307
XXXI.	Contracts of service	1339
XXXII.	Actions upon bonds	1378
XXXIII.	Actions upon negotiable instruments	1465

Chapter Page
XXXIV. Contracts of insurance 1485
XXXV. Actions upon contracts of sale of personal property 1528
XXXVI. Actions upon contracts of indemnity 1638

VOLUME III

Chapter Page
XXXVII. Actions involving agency 1685
XXXVIII. Actions by and against carriers 1739
XXXIX. Actions against telegraph and telephone companies 1808
XL. Actions for possession of real property 1864
XLI. Wrongful interference with real property 1898
XLII. Actions upon real covenants 1965
XLIII. Actions between landlord and tenant 2044
XLIV. Actions arising from the sale of real estate 2090
XLV. Set-off and recoupment of damages 2151
XLVI. English statutes of eminent domain 2209
XLVII. Statutes of eminent domain in the United States 2241
XLVIII. The allowance of benefits 2293
XLIX. General considerations under statutes of eminent domain 2348
L. Elements of compensation under statutes of eminent domain. 2396
LI. New York statutes of eminent domain 2460
LII. Suits for infringement of patents, copyrights, and trade-marks. 2517

CHAPTER LIII

DAMAGES UNDER THE CIVIL DAMAGE STATUTES . . . 2561

§ 1247. Principles on which the statutes rest.
1248. Where death ensues.
1249. Means of support.
1249a. Injury to property.
1250. Other damages.
§ 1251. Sales by several persons.
1252. Acquiescence a bar.
1253. Avoidable consequences.
1254. Exemplary damages.
1255. Consequential damages.
1256. Mental suffering.

CHAPTER LIV

DAMAGES IN EQUITY 2579

§ 1256a. Allowance of damages by a court of equity.
1256b. Power of English court of equity to award damages.
1256c. Damages as incidental relief.
1256d. Damages on failure to obtain equitable relief.
1256e. No damages where plaintiff should not have sued in equity.
§ 1256f. Damages granted for the protection of the defendant.
1256g. Taking of an account.
1256h. Damages against a trustee for breach of trust.
1256i. Time to which damages are assessed.
1256j. Damages assessed on legal principles.
1256k. Interest.

CHAPTER LV

PLEADING AND PRACTICE 2588

I.—Damages as Affected by the Plaintiff's Pleadings

§ 1257. Averment of damage.
1258. Damages beyond amount laid.
1259. Method of curing the error.
1260. Averment of damage not otherwise material.
1261. Special damages.
1262. Prospective damages.
1263. Exemplary, double and treble damages.
1264. Interest.
§ 1265. Special damages—Actions for injury to real estate.
1266. For breach of contract.
1267. Against carriers.
1268. For injury to personal property.
1269. For loss of business.
1270. For personal injury.
1270a. Extent of allegation required.
1271. For other torts.
1271a. Answers.

II.—Practice

§ 1272. Damages upon demurrer overruled.
1273. Upon plea in abatement.
1274. Upon plea to the damage.
1275. Upon default.
1276. Entire or several damages—Joinder of good and bad counts.
1277. Judgment when arrested.
1278. Count bad in part.
1279. Joint torts.
1280. Several torts by different defendants in the same suit.
§ 1281. Award of arbitrators.
1282. Costs.
1283. Obsolete judgment of "damage clear."
1284. Form of verdict.
1285. Damages as affecting jurisdiction.
1286. Right to begin.
1286a. Damages on appeal.
1286b. Damages on dissolution of injunction.

CHAPTER LVI

EVIDENCE 2623

§ 1287. Mode of proof.
1288. Exceptions to common-law rule excluding testimony of party.
1289. Abrogation of common-law rule.
1290. Witness to testify to facts, not opinions.
1291. Experts.
1292. Confined to matters of art and skill.
1293. Opinions as to quantum of damages.
§ 1294. Value—Opinions of value.
1295. Value of lands and leases.
1296. Of chattels — Opinions of value.
1297. Market value.
1298. Evidence of sales.
1299. Offers — Price-lists — Quotations—Appraisals.
1300. Presumption against defendant.
1301. Estoppel.
1302. Value of construction.
1303. Of services.

§ 1304. Other value.
1305. Evidence of malice or intention—Appraisals.
1306. Of the duration of life.
1307. Of pain.
§ 1308. Of a former verdict.
1309. Physical examination.
1310. Approximate evidence.
1310a. Damage imported from the circumstances.

CHAPTER LVII

COURT AND JURY 2652
§ 1311. Relative power of judge and jury.
1312. Analogies of Roman jurisprudence.
1313. Formulæ.
1314. Changes wrought by the Empire.
1315. Origin and development of the Anglo-Saxon judicial procedure.
1316. Former indefinite separation between province of court and of jury.
1317. Present separation of functions.
§ 1318. Exemplary damages—Aggravation and mitigation.
1318a. Double and treble damages.
1319. Modifications—Setting aside verdict.
1320. Instructions on questions of damages.
1321. Effect of erroneous instructions.
1322. Power of jury to act without evidence of damages.
1323. Wrong measure of damages adopted by jury.
1324. Modes of computing damages allowed the jury.

CHAPTER LVIII

EXCESSIVE OR INADEQUATE DAMAGES 2667
§ 1325. Power of court to set aside verdicts.
1326. What damages are excessive.
1327. Successive verdicts.
1328. Cases in which the court will act.
1329. Practice.
1330. Remission of the excess.
1331. When a remittitur will be entered.
1332. Action of appellate courts on excessive damages.
1333. What amount is excessive.
1334. Pecuniary loss.
1335. Defamation.
1336. False imprisonment.
1337. Malicious prosecution.
1338. Alienation of affections.
§ 1339. Breach of promise of marriage.
1340. Seduction.
1341. Telegraph companies.
1342. Carriers.
1343. Other malicious torts, or wrongs causing mental suffering.
1344. Exemplary damages.
1345. Assault and battery.
1346. Physical injury; doubtful physical consequences.
1347. Slight or temporary injury.
1348. Broken bones: bones of leg and hip.
1349. Bones of arm or shoulder.
1350. Bones of the trunk.
1351. Bones of the head.

§ 1352. Surgical operation.
1353. Pain and suffering.
1354. Permanent injuries: disability to labor.
1355. Permanent crippling.
1356. Loss of a member: leg or foot.
1357. Loss of a member: arm, hand, or finger.
1358. Disfigurement.
1359. Impairment of sight or hearing.
1360. Nervous disorders.
1361. Insanity and loss of mental power.
1362. Shortening of life.
§ 1363. Other permanent injuries.
1364. Doubt as to permanence of injury.
1365. Loss of service.
1366. Civil damage act.
1367. Damages for death.
1368. Inadequate damages.
1369. Failure to allow damages where compensation should be given.
1370. What damages are inadequate: torts in general.
1371. Personal injuries.
1372. Death.

CHAPTER LIX

THE CONFLICT OF LAWS 2758

§ 1373. General principles.
1374. Actions against telegraph companies.
1375. Action on a bill or note.
1376. Damages for death.
1377. Rate of interest.
1378. Interest on judgments.
§ 1379. Presumption as to legal rate of interest.
1380. Exemplary damages.
1381. Liquidated damages.
1382. Medium of payment.
1383. Matters of procedure.

TABLE OF CASES 2769

INDEX 3087

CHAPTER LIII

DAMAGES UNDER THE CIVIL DAMAGE STATUTES

§ 1247. Principles on which the statutes rest.
1248. Where death ensues.
1249. Means of support.
1249a. Injury to property.
1250. Other damages.
§ 1251. Sales by several persons.
1252. Acquiescence a bar.
1253. Avoidable consequences.
1254. Exemplary damages.
1255. Consequential damages.
1256. Mental suffering.

§ 1247. Principles on which the statutes rest.

The statutes of many States contain provisions giving damages against the seller of intoxicating liquors for injuries resulting from their sale. Sometimes the act gives the right of action to every husband, wife, child, parent, guardian, employer, or other person, who shall be injured in person, property, or means of support, against the seller, and also against any person or persons owning or renting, or permitting the occupation of any building or premises, and having knowledge that intoxicating liquors are sold therein, for all damages sustained, and for exemplary damages; sometimes no action is given against the person owning the premises on which the liquor is sold. The statute in New Hampshire gives the right of action when the liquor has been unlawfully sold; [1] and in Wisconsin only against a person who has been notified, or requested in writing, not to part with liquor to a minor or habitual drunkard.[2] In Michigan it has been said that the intention of the statute is that if there has been an injury which the defendant has contributed to produce, he shall be liable for the whole injury; but that where it appears that the defendant's act in supplying liquor had no appreciable effect in causing the damage, the jury cannot find for the plaintiff.[3] In the same State, a wife suing under the civil damage act cannot show that she

[1] Gen. St. 1878, ch. 109, § 33.

[2] Sanborn & Berryman's Annot. Stat. 1889, § 1556.

[3] Steele *v.* Thompson, 42 Mich. 594.

has children, as, under the statute, each child has a separate action; [4] and this has been held in Iowa also.[5]

In Massachusetts a statute [6] provides that the husband, wife, parent, child, guardian, or employer of any person having the habit of drinking to excess, may have a civil action against any one who sells such person intoxicating liquor after notice not to do so; and may recover "such sum, not less than $100 nor more than $500, as may be assessed as damages." The action under this statute is held to be penal, and hence common-law rules as to damages cannot in all respects be applied to it.[7] In Pennsylvania the language of the statute is that "any one aggrieved may recover full damages" for "any injury to person or property." Under this statute it has been held that a father cannot recover money spent for medical service, nursing, etc., in the case of his son, the latter being of full age, and no family relation subsisting.[8] In Illinois also the damages must be for injury to the person, property, or means of support of the plaintiff; [9] and since it is impossible to compute actual damages upon any specific basis, the jury must determine the amount as practical men on the evidence as best they can.[10] In a case in Indiana [11] evidence was offered in mitigation of damages that plaintiff had abused her husband on the street, and had assaulted him; that at another time she went to defendant's saloon and attempted to demolish it with a hatchet; and that during the months when the sales were alleged to have been made to the husband she would go downtown and whip her husband on the way home. But this evidence was held irrelevant.

§ 1248. Where death ensues.

Whether damages can be recovered where death has ensued from the sale of intoxicating liquors has been considered in several cases, and the courts, even in the same State, have

[4] Rosecrants *v.* Shoemaker, 60 Mich. 4, 26 N. W. 794.

[5] Huggins *v.* Kavanagh, 52 Ia. 368, 3 N. W. 409.

[6] R. L. 1902, c. 100, § 53.

[7] Sackett *v.* Ruder, 152 Mass. 397, 25 N. E. 736.

[8] Veon *v.* Creaton, 138 Pa. 48, 20 Atl. 865.

[9] Kellerman *v.* Arnold, 71 Ill. 632.

[10] Brown *v.* Butler, 66 Ill. App. 86.

[11] Gough *v.* State, 32 Ind. App. 22, 68 N. E. 1043.

sometimes arrived at opposite conclusions. In Hayes *v.* Phelan,[12] where the plaintiff's husband died from intoxication, it was held in an action against the seller of the liquors that "injured" in the statute meant a legal injury; that the object of the action was to allow a recovery against the remote wrongdoer: to wit, the seller of the liquor, in addition to the action against the immediate wrongdoer, and that there could only be an action against the seller, where an action existed against such a wrongdoer, and that hence there could be none in this case. In Jackson *v.* Brookins,[13] where the plaintiff's husband was killed in an affray while intoxicated, it was held that she could recover damages resulting from the death. In Quain *v.* Russell [14] the same view was adopted; while in Brookmire *v.* Monaghan [15] the opposite view was taken. The Court of Appeals has, however, held, in the case of Volans *v.* Owen,[16] that a new cause of action is given by the statute, and that an action against the seller can be maintained for injury to the means of support, although no other action would lie. The same view has been taken in Illinois; [17] and so, too, in Nebraska.[18] But the rule, that the plaintiff cannot recover damages for the death of her husband arising from the sale of intoxicating liquors, is adopted in a case in Ohio,[19] where the same view of the statute is taken, as in the opinion of the majority of the court in Hayes *v.* Phelan, above cited. McIlvaine, J., in delivering the opinion of the court, says:

"She had an interest in his labor, and in his capacity to labor, as a means of support, during his life; but after his death this means of support no longer existed, and was not the subject of injury or diminution. But to avoid any charge of hypercriticism, we place our decision upon the ground that in view of the previous state of the law, and the mischief sought to be rem-

[12] 4 Hun, 733; but see dissenting opinion in this case of James, J., reported in 5 Hun, 335.

[13] 5 Hun, 530.

[14] 8 Hun, 319.

[15] 15 Hun, 16.

[16] 74 N. Y. 526; *acc.*, Davis *v.* Standish, 26 Hun, 608.

[17] Emory *v.* Addis, 71 Ill. 273.

[18] Roose *v.* Perkins, 9 Neb. 304, 31 Am. Rep. 409, 2 N. W. 715. The fact that property of deceased came to plaintiff at his death does not mitigate the damages. Houston *v.* Gran, 38 Neb. 687, 57 N. W. 403.

[19] Davis *v.* Justice, 31 Oh. St. 359, 27 Am. Rep. 514; *acc.*, Kirchner *v.* Myers, 35 Oh. St. 85, 35 Am. Rep. 589. And see Pegram *v.* Stortz, 31 W. Va. 220, 6 S. E. 485.

edied, we can find no expression in the statute that indicates an intention on the part of the legislature to bring the loss of labor caused by the death of the person intoxicated within the meaning of the term 'means of support,' for an injury to which the right of action is given by the statute." [20]

But see dissenting opinion of Boynton, J., in this case, referred to below. The question is not without difficulty, owing to the absence from the statute of a provision expressly covering injuries resulting from death. It is said, however, with much force, that the statute does not define or enumerate the injuries intended to be covered, but mentions generally injuries to person, property, or means of support in consequence of the intoxication of any person, and that if death ensues as the natural and legitimate result of the intoxication, it is covered by the language of the statute; that if death were excluded, then the minor and temporary injuries would be provided for, while the greatest and most permanent of all would be excluded.[21] It is true, that at common law, in actions for wrongs, a recovery could only be had for injuries to person or property. But the question naturally arises, whether the legislative intent of the statute under consideration was not to go beyond the common-law rule, and provide a remedy for injuries produced by intoxication to the means of support of the injured party, whether the injury arose from a temporary cause, such as sickness, or from a permanent cause, such as death. This view is taken by James, J., in the dissenting opinion in Hayes *v.* Phelan, and is very ably maintained by Boynton, J., in the dissenting opinion in Davis *v.* Justice. The learned judge regards the construction given to the statute by the majority of the court as violating both its letter and spirit, and that its provisions clearly indicate a purpose, on the part of the legislature, to require the seller and the owner of the premises, when liable, to make full and adequate compensation in damages to the party injured through their violation of the statute. He says:

"The argument of counsel . . . and the judgment of the

[20] Davis *v.* Justice, 31 Oh. St. 359, 364, 27 Am. Rep. 514.

[21] Jackson *v.* Brookins, 5 Hun, 530; in New York it is not necessary that the death should have been in the contemplation of the seller; but it is enough if the proximate cause is the selling. Davis *v.* Standish, 26 Hun, 608.

court seem to be founded on the mistaken notion that the action is brought to recover damages for the death of the husband. Such is not the case. The wrongful act which constitutes the ground of the action, is the illegal sale of the liquor, causing the intoxication from which the injury results. The death of the husband only affects the measure of damages. It destroys his ability to labor, and thereby diminishes the wife's means of support. If the husband had lost both his arms or legs, or become permanently insane, in consequence of the intoxication, or had otherwise become permanently disabled to perform physical labor, and had survived, the result to the wife would have been precisely the same. Her injury, in either case, would consist in the deprivation of the means of support resulting from the loss of her husband's ability to labor. There is not the slightest foundation, in reason or justice, for an intention upon the part of the legislature to authorize a recovery for an illegal sale causing intoxication resulting in injury, where death does not follow, and to refuse damages where death results. Indeed, there is much more reason to award damages for the injury in the latter case than in the former. That the legislature intended to authorize a recovery in the one case, and not in the other, is an assumption not only not warranted by, but in clear contravention of the express provisions of the statute." [22]

Where damages for death of a husband caused by the sale of intoxicating liquors were allowed, it was held that the jury might estimate the damages, with reference to the fact that it is the duty of the husband to provide the wife with present support, as well as maintenance for the future, and that she is entitled to such a sum as, in a pecuniary point of view, would make her whole.[23]

§ 1249. Means of support.

The plaintiff may recover for an injury to her means of support from any cause.[24] The damages are primarily the differ-

[22] Davis *v.* Justice, 31 Oh. St. 359, 369, 27 Am. Rep. 514.

[23] Rafferty *v.* Buckman, 46 Ia. 195. See also Roose *v.* Perkins, 9 Neb. 304, 2 N. W. 715, 31 Am. Rep. 409, for a statement of the facts to be considered in estimating the damages where death has ensued.

[24] *Indiana:* Nelson *v.* Hunter, 32 Ind. App. 88, 69 N. E. 298.

Michigan: Thomas *v.* Dansby, 74 Mich. 398, 41 N. W. 1088; Bowden *v.*

ence in the earnings devoted to plaintiff's support,[25] and the plaintiff may therefore show what the means of support were,[26] as for instance a wife may show the occupation and business capacity of her husband.[27] In Mulford *v.* Clewell,[28] the plaintiff's husband was an habitual drunkard. He squandered his own money, sold some of her property, and became unable to work. At times he was wild and delirious, and she was obliged to attend him, and had been put in much fear, and finally compelled to leave the house. It was held that it was not necessary that the plaintiff should have been actually without support, or at any time have been deprived, in whole or in part, of means of support; that means of support relates to the future as well as to the present; that it is enough if she show that the sources of her future support have been cut off, or diminished below what is reasonable and competent for a person in her station in life, and below what they otherwise would have been. It was also held, that it need not appear that the injury resulted directly and immediately from the drunkenness, during its continuance, but sufficient if it be shown to result from insanity, sickness, or inability produced by intoxication; that to destroy the health of the husband, and his ability to labor, is to destroy her means of support. In Dunlavey *v.* Watson [29] it was held proper for the jury, in awarding damages to the wife, to consider the husband's age, condition in life, and habits of industry, and ability to support his wife, and, in Wightman *v.* Devere,[30] where the plaintiff's husband, while intoxicated, had a fall and was injured so that he was unable to do his work on the farm, and the plaintiff had to hire another

Voorheis, 135 Mich. 648, 98 N. W. 406.

Nebraska: Gorey *v.* Kelly, 64 Neb. 605, 90 N. W. 554; Keeling *v.* Pommer, 83 Neb. 510, 120 N. W. 155.

New York: Bennett *v.* Levi, 19 N. Y. Supp. 226.

Ohio: Schneider *v.* Hosier, 21 Oh. St. 98; Mulford *v.* Clewell, 21 Oh. St. 191.

So a wife may show that while her husband was absent drinking she supported herself in part by her own labor, and received aid from the county. Fox *v.* Wunderlich, 64 Ia. 187, 20 N. W. 7.

[25] Thomas *v.* Dansby, 74 Mich. 398, 41 N. W. 1088.

[26] *Illinois:* Mayers *v.* Smith, 121 Ill. 442, 13 N. E. 216.

Michigan: Manzer *v.* Phillips, 139 Mich. 61, 102 N. W. 292.

[27] Jackson *v.* Noble, 54 Ia. 641, 7 N. W. 88.

[28] 21 Ohio St. 191.

[29] 38 Ia. 398; *acc.*, Buck *v.* Maddock, 167 Ill. 219, 47 N. E. 208.

[30] 33 Wis. 570, 14 Am. Rep. 775.

man to do the work, and had to pay the doctor's bills, it was held that the husband's ability to labor was one of the plaintiff's means of support, and that an injury to this would entitle her to recover; that, also, the physician's bill and the expenses of hiring a man to work, were proper items of claim under the statute. But in Kellerman *v.* Arnold,[31] where the plaintiff's husband had been an habitual drunkard for years before the passage of the act, and when sober could earn $3 to $5 a day, but when drunk would spend all his earnings for drink, and had pawned several articles to defendant for drink, it was held, three judges dissenting, that the plaintiff had shown no injury to property, person, or means of support. And in Meidel *v.* Anthis,[32] where the husband supported his family by the cultivation of land, and the evidence showed that the plaintiff spent her time in nursing and taking care of her husband, but there was no evidence of a diminution of the capacity of the husband to labor, it was held that the plaintiff was not entitled to recover. In Volans *v.* Owen,[33] the defendant sold liquor to the plaintiff's son who became intoxicated, was injured, and was confined to his bed for several months. The only evidence of the plaintiff's pecuniary condition was that he owned and cultivated a farm of 100 acres. He was put to medical expense and was deprived of the aid his son usually gave him on the farm. It was held, that there was no evidence of injury to the plaintiff's means of support. The court said:

"Where injury to 'means of support' is the gravamen of the action, the plaintiff, in order to maintain the action, must show that, by or in consequence of the intoxication or the acts of the intoxicated person, his accustomed means of maintenance have been cut off or curtailed, or that he has been reduced to a state of dependence, by being deprived of the support which he had before enjoyed; and, in this case, the plaintiff cannot recover for loss of service or the expenses of his son's illness, under the words 'means of support,' without proof that the services were necessary to his support, or that the charge brought upon him, by his son's illness, diminished his means,

[31] 71 Ill. 632.

[32] 71 Ill. 241.

[33] 74 N. Y. 526, 530, 30 Am. Rep. 337. For construction of term "means of support" in the statute, see, also, Schneider *v.* Hosier, 21 Oh. St. 98.

so as to render them inadequate therefor. The primary purpose of the legislature, in giving a right of action for an injury of this character, was the protection of the dependent and helpless. Diminution of income, or loss of property, does not constitute an injury to means of support, within the fair intendment of the statute, if the plaintiff, notwithstanding, has adequate means of maintenance, from accumulated capital or property, or his remaining income is sufficient for his support."

In Weitz *v.* Ewen [34] it was held that the jury might consider what the earnings of the husband would have been if sober. In Sharpley *v.* Brown [35] it was held that the remarriage of the plaintiff might be shown as bearing on the means of support. Generally speaking, these statutes are for the benefit of married women and children. In Michigan, where a father voluntarily assumed the support of an adult son, as a poor person (under a statute), it was held that he might recover under the civil damage act, for his outlay in necessary support, based on the probabilities of life of his son and himself.[36] Where the gist of the action is injury to the means of support, evidence is usually admissible as to the amount necessary for such support under ordinary circumstances.[37] In such actions the fact that the plaintiff was previously a sober and industrious man, and afterwards became idle and neglected his work, is proper for the consideration of the jury.[38] Where the action is simply for the injury to the wife's means of support, it is error to allow evidence as to the number of children.[39]

The probable length of life of the deceased may be shown.[40] Generally speaking, in these actions resort may be had to the tables in common use, showing the expectation of life.[41] In Michigan it has been held that although plaintiff's husband had been a drunkard for ten years and contributed nothing

[34] 50 Ia. 34.

[35] 43 Hun, 374.

[36] Clinton *v.* Laning, 61 Mich. 355, 28 N. W. 125.

[37] *Illinois:* McMahon *v.* Sankey, 133 Ill. 636, 24 N. E. 1026.

Iowa: Thill *v.* Pohlman, 76 Ia. 638, 41 N. W. 385.

Nebraska: Warrick *v.* Rounds, 17 Neb. 411.

[38] Jockers *v.* Borgman, 29 Kan. 109, 44 Am. Rep. 625.

[39] Larzelere *v.* Kirchgessner, 73 Mich. 276, 41 N. W. 488; Johnson *v.* Schultz, 74 Mich. 75, 41 N. W. 865.

[40] Betting *v.* Hobbett, 142 Ill. 72, 30 N. E. 1048.

[41] Sellars *v.* Foster, 27 Neb. 118.

to her support, still she is entitled at least to the amount of his earnings spent in liquor.[42] Plaintiff is however not entitled to all the earnings her husband would have made if the defendant had not sold him liquor. She is entitled only to what she would have received, so far as was suitable to her station and situation in life.[43] If by reason of the husband's wealth or otherwise his wife is provided with reasonable support, she cannot recover for loss of support simply because he neglects his business or earns less money and so is not possessed of as large means as he otherwise would be.[44]

§ 1249a. Injury to property.

Where the compensation is for injury to property, prospective damages are allowed, and include expenses of medicines and medical attendance, the necessity of doing additional labor, and almost every species of pecuniary damage.[45]

§ 1250. Other damages.

The cases in which damages are given for injuries other than to means of support consequent upon the intoxication of the person doing the injury, illustrate the general rule that the measure of damages depends upon the extent of the injury. Thus, in Bertholf *v.* O'Reilly,[46] the son of the plaintiff, on a Sunday, took the plaintiff's horse, saying that he was going to see a friend, but instead went directly to the defendant's place and became intoxicated there, and, being in such a state, drove the horse so violently that it died. It was held that he could recover the value of the horse. In Morenus *v.* Crawford [47] it was held that plaintiff, a married woman, could recover, under the civil damage act, for a horse belonging to her, killed by her husband while intoxicated. In Aldrick *v.* Sager,[48] where the defendant sold liquor to the son-in-law of the plaintiff, who be-

[42] Rouse *v.* Melsheimer, 82 Mich. 172.

[43] McNetton *v.* Herb, 158 Mich. 525, 123 N. W. 17.

[44] Confrey *v.* Stark, 73 Ill. 187.

[45] *Illinois:* McEvoy *v.* Humphrey, 77 Ill. 388 (see Coleman *v.* People, 78 Ill. App. 210).

Michigan: Thomas *v.* Dansby, 74 Mich. 398, 41 N. W. 1088.

Nebraska: Keeling *v.* Pommer, 83 Neb. 510, 120 N. W. 155.

Wisconsin: Wightman *v.* Devere, 33 Wis. 570.

[46] 8 Hun, 16; aff'd 74 N. Y. 509, 3 Am. Rep. 323.

[47] 51 Hun, 89.

[48] 9 Hun, 537.

came intoxicated thereby, and in consequence thereof drove a team behind which he and the plaintiff's wife were riding, so recklessly as to upset the wagon and break the wife's arm, it was held that the husband was entitled to recover for the loss of her service and the expense of medical attendance. In Kilburn *v.* Coe,[49] where the plaintiff's intestate was an habitual drunkard, and the defendant sold him liquor, it was held that an action could be maintained to recover money paid for the liquor, as one of the consequences of the sale was to deprive the purchaser of the price paid. In Peterson *v.* Knoble,[50] where plaintiff's husband became intoxicated from liquor sold by the defendant, and by threatening and frightening the plaintiff, compelled her to leave the house and remain away until he became sober, it was held that turning the plaintiff out of doors was an injury for which an action could be maintained by her.

The plaintiff may recover compensation for the subsequent thriftless career of the victim, and his becoming an habitual drunkard, and being unable to obtain employment; [51] and the costs and expenses of actions, both civil and criminal, brought against the victim in consequence of his drinking may also be recovered.[52]

§ 1251. Sales by several persons.

The question of the liability, under the statute, of several persons for the result of injuries done by a person intoxicated on liquor purchased from them, has also come before the courts, and, in Boyd *v.* Watt,[53] where the plaintiff's husband was a practicing physician, and became an habitual drunkard, and died from the effects: it was held, that the defendant was only liable for his own illegal acts, but that this was an action for damages on account of habitual intoxication, not

[49] 48 How. Pr. 144. But see McNetton *v.* Herb, 158 Mich. 525, 123 N. W. 17.

[50] 35 Wis. 80.

[51] *Kansas:* Jockers *v.* Borgman, 29 Kan. 109, 44 Am. Rep. 625.

Nebraska: Stahnka *v.* Kreitle, 66 Neb. 829, 92 N. W. 1042.

It has, however, been held that the trouble and discomfort the intoxicated person afterwards found in doing his work is not cause for compensation. Borgasen *v.* Eklund, 96 Ill. App. 443.

[52] Wesnieski *v.* Vanek (Neb.), 99 N. W. 258.

[53] 27 Oh. St. 259.

for special cases of intoxication. That if defendant's course was one which tended to produce this, he was liable for all damages, although others may have contributed. That he was one of the joint tort-feasers, and the fact that no conspiracy or agreement existed between the tort-feasors did not make any difference; each was liable for all damages. In Woolheather *v.* Risley [54] it was held that the fact that defendant was aided by others in committing a wrong, and did not do it solely, would not relieve him from the consequences of that wrong, if he contributed to the intoxication. In Jewett *v.* Wanshura,[55] where several persons had sold intoxicating liquors to the husband, a settlement by the wife with one of them, it was held, did not operate to discharge the others from liability; but, in Morenus *v.* Crawford,[56] where the plaintiff brought an action against the defendants to recover the value of a horse belonging to her separate estate, which was killed by her husband while intoxicated on liquors purchased from the defendants, it was held that no recovery could be had on evidence of separate sales.

On the other hand, in Iowa, it seems to be now settled that where there are a series of sales a joint action will not lie, and the defendant is not liable for damages to which he did not contribute.[57] In Massachusetts it has been held that, in an action for causing intoxication, the defendant is liable for any results of intoxication, although the liquor sold by the defendant contributed only in part to the intoxication; but he is not liable for the formation of habits of intoxication where other parties sold liquor.[58] The present Nebraska statute makes every one who contributes to the intoxication liable.[59] Under

[54] 38 Ia. 486.

[55] 43 Ia. 574.

[56] 15 Hun, 45.

[57] Huggins *v.* Kavanagh, 52 Ia. 368; Jackson *v.* Noble, 54 Ia. 641; *acc.*, Kirchner *v.* Myers, 35 Oh. St. 85, 35 Am. Rep. 598; Ennis *v.* Shiley, 47 Ia. 552; Engleken *v.* Webber, 47 Ia. 558; Kearney *v.* Fitzgerald, 43 Ia. 580; Hitchner *v.* Ehlers, 44 Ia. 40; La France *v.* Krayer, 42 Ia. 143; Flint *v.* Gauer, 66 Ia. 696; Richmond *v.* Shickler, 57 Ia. 486. Where, however, the suit is based on a single intoxication, all who contributed to it are liable. Faivre *v.* Manderschied, 117 Ia. 724, 90 N. W. 76.

[58] Bryant *v.* Tidgewell, 133 Mass. 86.

[59] Kerkow *v.* Bauer, 15 Neb. 150; Elshire *v.* Schuyler, 15 Neb. 561; Jones *v.* Bates, 26 Neb. 693, 42 N. W. 753. But the fact that the husband drank to excess in other saloons before defendant sold him liquor may be shown to

the Kansas statute each seller is responsible.[60] Where a sale of liquor throws a man back into habits of intoxication which he had abandoned the plaintiff may recover for the consequent loss of support.[61]

§ 1252. Acquiescence a bar.

Acquiescence by the persons seeking to recover in the obtaining of liquor for the person doing the injury, or in uniting with him in drinking, or permitting him to drink, when the party bringing the action might have interposed and prevented, are held sufficient to bar a recovery under the statute.[62] Thus, in Engleken *v.* Hilger [63] it was held that the wife could not recover damages from the seller of intoxicating liquors for injuries committed by her husband upon herself, while he was intoxicated, if she has contributed to his intoxication by purchasing the liquor, or joining with him in drinking it. In Reget *v.* Bell,[64] the plaintiff's husband, who was a hard-working man, subject to occasional fits of intemperance, but who treated her kindly at all times, bought a jug of whiskey and put it by his bedside one night, and in the morning it was nearly all gone. He died from the effects of the liquor; and it was held that, from the testimony, it was plain that the plaintiff could have taken the whiskey away from her husband; and, from the evidence as to character, it would not do for her to say she was afraid, but she must be considered to have been a willing party to her husband's conduct, and, therefore, could not recover. But where the acquiescence of the wife is attended with circumstances which justify the conclusion that she acted under the coercion of her husband, her acquiescence in the sale of the liquor to him will be no defence. Thus, in Jewett *v.* Wanshura,[65] where the plaintiff forbade the defendant to sell liquor to her husband, but a day or two thereafter the plaintiff and

affect the amount of recovery. Uldrich *v.* Gilmore, 35 Neb. 288, 53 N. W. 135.

[60] Jockers *v.* Borgman, 29 Kan. 109, 44 Am. Rep. 625.

[61] Selders *v.* Brothers, 88 Neb. 61, 129 N. W. 170.

[62] Elliott *v.* Barry, 34 Hun, 129. In Cramer *v.* Danielson, 99 Mich. 531, 58 N. W. 476, evidence that plaintiff had herself furnished her husband with liquor was allowed in mitigation.

[63] 43 Ia. 563; *acc.*, McDonald *v.* Casey, 84 Mich. 505, 47 N. W. 1104 (*semble*).

[64] 77 Ill. 593. See, also, Kearney *v.* Fitzgerald, 43 Ia. 580.

[65] 43 Ia. 574.

her husband went to the defendant's saloon, and countermanded her previous order, and the plaintiff proved that she was compelled to retract her order by the threats of her husband that he would abandon her and take her child from her; although knowledge of these threats was not brought home to the defendant, it was held that there was a reasonable inference to be drawn from the conduct of the plaintiff, that she acted under restraint, and that the defendant was therefore liable. The act of a married woman in signing a petition for defendant's license as a seller does not operate as a bar; it is no acquiescence in his subsequently injuring her by a violation of the act.[66]

§ 1253. Avoidable consequences.

As acquiescence is a bar, so no doubt the rule of avoidable consequences applies. The remarks of the Supreme Court of Nebraska, in Warrick *v.* Rounds,[67] on this subject only go to show that the rule was not applicable under the circumstances under consideration.

§ 1254. Exemplary damages.

Exemplary damages may be recovered under the statute;[68] but, as in all cases, they can only be recovered where actual damages are sustained.[69] And where the defendant's servant,

[66] Jockers *v.* Borgman, 29 Kan. 109, 44 Am. Rep. 625.

[67] 17 Neb. 411.

[68] *Illinois:* Lowry *v.* Coster, 91 Ill. 182; Wolfe *v.* Johnson, 152 Ill. 280, 38 N. E. 886; Beckerle *v.* Brandon, 229 Ill. 180, 82 N. E. 283, affirming 133 Ill. App. 114.

Maine: Campbell *v.* Harmon, 96 Me. 87, 51 Atl. 801.

Michigan: Theisen *v.* Johns, 72 Mich. 285, 40 N. W. 727.

Ohio: Bean *v.* Green, 33 Oh. St. 444.

West Virginia: Mayer *v.* Frobe, 40 W. Va. 246, 22 S. E. 58 (overruling Pegram *v.* Stortz, 31 W. Va. 220, 6 S. E. 485); McMaster *v.* Dyer, 44 W. Va. 644, 29 S. E. 1016.

Ante, § 377a.

In *Nebraska*, in accordance with the doctrine there held, exemplary damages are not allowed without express statutory provision to that effect. Roose *v.* Perkins, 9 Neb. 304, 2 N. W. 715, 31 Am. Rep. 409.

In *Michigan* the term exemplary damages means increased damages on account of mental suffering. Boydan *v.* Haberstumpf, 129 Mich. 137, 88 N. W. 386.

[69] *Illinois:* Freese *v.* Tripp, 70 Ill. 496; McEvoy *v.* Humphrey, 77 Ill. 388; McMahon *v.* Sankey, 133 Ill. 636, 24 N. E. 1027; Kennedy *v.* Sullivan, 136 Ill. 94, 26 N. E. 382; Meidel *v.* Anthis, 71 Ill. 241; Fentz *v.* Meadows, 72 Ill.

in disobedience of his master's order, sold liquor to the plaintiff's husband, who became intoxicated, and thereby the plaintiff was injured in her means of support, it was held that the court below should have instructed the jury that exemplary damages could not be awarded, unless the act of giving or selling intoxicating liquor to the husband of the plaintiff was wilful.[70] To the same effect see Ganssly *v.* Perkins.[71] It is also held that the defendant can show, in mitigation of exemplary damages, that the liquor was sold by his servant in disobedience of his order.[72]

In New York, where the statute expressly allows exemplary damages, the fact that the defendant was selling liquor without a license may be considered as a basis for exemplary damages.[73] The ordinary common-law rules govern the allowance of exemplary damages, and malice or some bad motive or evil intent or gross negligence, must be shown.[74] In Secor *v.* Taylor,[75] the court says that if half a dozen actions are brought for the single act of permitting lessees to sell, the defendant should at least be entitled to have any prior judgments for exemplary damages brought before the jury, in order that they may know how much punishment has already been inflicted. In Ketcham *v.* Fox [76] it was held that a lessor, in the absence of any evidence to show that he had knowledge of the circumstances under

540; Graham *v.* Fulford, 73 Ill. 596; Albrecht *v.* Walker, 73 Ill. 69; Neu *v.* McKechnie, 95 Ill. 632.

Iowa: Weitz *v.* Ewen, 50 Ia. 34; Fox *v.* Wunderlich, 64 Ia. 187, 20 N. W. 7. Causing the plaintiff's husband to use threatening language, etc., is not a ground for exemplary damages. Calloway *v.* Laydon, 47 Ia. 456, 29 Am. Rep. 489.

Maine: Gilmore *v.* Mathews, 67 Me. 517.

Michigan: Ganssly *v.* Perkins, 30 Mich. 492; Rouse *v.* Melsheimer, 82 Mich. 172, 46 N. W. 372; Rosecrants *v.* Shoemaker, 60 Mich. 4.

New York: Mead *v.* Stratton, 87 N. Y. 493, 41 Am. Rep. 386.

[70] Kreiter *v.* Nichols, 28 Mich. 496.

[71] 30 Mich. 492.

[72] Fentz *v.* Meadows, 72 Ill. 540; Freeze *v.* Tripp, 70 Ill. 496. In Nebraska it is held that no exemplary damages can be given. Roose *v.* Perkins, 9 Neb. 304, 31 Am. Rep. 409.

[73] Davis *v.* Standish, 26 Hun, 608.

[74] *Illinois:* Kellerman *v.* Arnold, 71 Ill. 632; Kadgin *v.* Miller, 13 Ill. App. 474.

Michigan: Larzelere *v.* Kirchgessner, 73 Mich. 276, 41 N. W. 488.

New York: Reid *v.* Terwilliger, 116 N. Y. 530, 22 N. E. 1091; Rawlins *v.* Vidvard, 34 Hun, 205.

Wisconsin: Wightman *v.* Devere, 33 Wis. 570.

[75] 41 Hun, 123; *cf.* Reid *v.* Terwilliger, 42 Hun, 310.

[76] 52 Hun, 284.

which the liquor was sold, was not liable in exemplary damages. It is held in Iowa that exemplary damages may be recovered wherever there has been a wilful violation of the statute.[77]

Exemplary damages are awarded on account of the misconduct of the defendant. Hence, where the evidence showed that the plaintiff notified defendant not to sell any more liquor to her husband, he being an habitual drunkard, and his habits being necessarily known to defendant, it was held that the case came within the rule.[78] On the other hand, it is erroneous to require the jury to find exemplary damages if they find actual damages. This is for the jury to determine under proper instructions.[79] In Indiana, where the act is punishable criminally, exemplary damages are not allowed.[80]

In an action on a liquor-dealer's bond, since the action sounds in contract, exemplary damages cannot be recovered.[81]

§ 1255. Consequential damages.

The question what damages are remote from the wrongful sale of liquor, in an action upon the Civil Damage Act, is a question which is not always decided as strictly as at common-law. The court often allows recovery for injuries which in ordinary cases would be regarded as remote; though of course if no connection whatever can be shown between the intoxication and the injury a recovery will not be allowed.[82] Thus, in a case in Illinois, where an habitual drunkard was killed while in a state of intoxication, and his wife brought a joint action

[77] Fox *v.* Wunderlich, 64 Ia. 187, 20 N. W. 7; Miller *v.* Hammers, 93 Ia. 746, 61 N. W. 1087.

So in *Ohio:* Schneider *v.* Hosier, 21 Oh. St. 98.

[78] Jockers *v.* Borgman, 29 Kan. 109, 44 Am. Rep. 625. In Michigan, it seems, a mere notice not to sell is enough. Larzelere *v.* Kirchgessner, 73 Mich. 276, 41 N. W. 488; Rouse *v.* Melsheimer, 82 Mich. 172, 46 N. W. 372.

[79] *Illinois:* Tetzner *v.* Naughton, 12 Ill. App. 148; Schimmelfenig *v.* Donovan, 13 Ill. App. 47.

But see *Iowa:* Thill *v.* Pohlman, 76 Ia. 638, 41 N. W. 385.

[80] Schafer *v.* Smith, 63 Ind. 226; Koerner *v.* Oberly, 56 Ind. 284, 26 Am. Rep. 34.

[81] *Illinois:* Cobb *v.* People, 84 Ill. 511.

Iowa: Richmond *v.* Shickler, 57 Ia. 486, 10 N. W. 882.

South Dakota: Garrigan *v.* Thompson, 17 S. D. 132, 95 N. W. 294.

Ante, § 683.

[82] *Illinois:* McMahon *v.* Sankey, 133 Ill. 636, 24 N. E. 1027.

Indiana: Mulcahey *v.* Givens, 115 Ind. 286.

Michigan: Steele *v.* Thompson, 42 Mich. 594.

against certain persons who sold him liquor on the day of his death, and others who were charged with causing the habit of intoxication, it was held that the latter could not be charged, the sales on the day of his death being an intervening cause.[83]

Where the intoxication causes illness or insanity, the defendant is liable for it;[84] thus illness caused by exposure to the elements as a result of the intoxication is chargeable to the defendant.[85] On the other hand, it has been held that where money was taken by thieves from the drunkard while he was helpless from intoxication it could not be recovered from the defendant.[86]

Where the person who has become intoxicated on liquor furnished by defendant starts home in a vehicle and because of his intoxication he falls out of the wagon [87] or his horse runs away,[88] the defendant is liable for the resulting injury. But where the intoxicated person lay down in bottom of his wagon going home and a barrel rolled on him and killed him, it was held too remote.[89] So if, while on his way home, the intoxicated person is drowned by a freshet [90] or run over by a train [91] the defendant has been held responsible. Where after being made drunk by the defendant, he made an attack upon a neighbor's house, and was killed, this result was held too remote for compensation.[92] When he made an assault, this was held remote; [93] and *a fortiori* his imprisonment, as a result of such assault has been held remote.[94] But in a New York case, the plaintiff alleged that her husband had been made intoxicated through

[83] Tetzner *v.* Naughton, 12 Ill. App. 148; *cf.* Murphy *v.* Curran, 24 Ill. App. 475.

[84] Mulford *v.* Clewell, 21 Oh. St. 191.

[85] Nelson *v.* Hunter, 32 Ind. App. 88, 69 N. E. 298.

[86] Gage *v.* Harvey, 66 Ark. 68, 48 S. W. 898.

[87] Mead *v.* Stratton, 87 N. Y. 493, 41 Am. Rep. 386.

[88] Dunlap *v.* Wagner, 85 Ind. 529, 44 Am. Rep. 42; Mulcahey *v.* Givens, 115 Ind. 286, 17 N. E. 598.

[89] Krach *v.* Heilman, 53 Ind. 517.

[90] Hackett *v.* Smelsley, 77 Ill. 109.

[91] *Illinois:* Schroder *v.* Crawford, 94 Ill. 357, 34 Am. Rep. 236.

Massachusetts: McNary *v.* Blackburn, 180 Mass. 141, 61 N. E. 885.

Contra, Indiana: Collier *v.* Early, 54 Ind. 559.

[92] Schmidt *v.* Mitchell, 84 Ill. 195, 25 Am. Rep. 446. And so where he was injured in an assault upon a third party. Currier *v.* McKee, 99 Me. 364, 59 Atl. 442.

[93] Swinfin *v.* Lowry, 37 Minn. 345, 34 N. W. 22; *contra*, where the assault was on the wife. Minot *v.* Doherty, 203 Mass. 37, 89 N. E. 188.

[94] Bradford *v.* Boley, 167 Pa. 506,

the defendant's selling to him; that while so intoxicated he shot and killed one B, and was thereupon tried and convicted, and sent to prison for life. Under these circumstances it was held that his wife could recover for deprivation of means of support.[95]

The deceased, having become intoxicated, got into a quarrel, went with his opponent for some distance into a vacant lot and there fought him, and while they were fighting, somebody shouted "police," whereupon the drunken man ran away into another lot and there fell into a hole and was killed. It was held that this was not the proximate consequence of the sale of liquor. If he had injured himself while going home along the highway or had been run over by a train on his way home, or if he had been injured by a person whom he had assaulted, that might be proximate, but this was not.[96]

On the other hand, where as a result of drinking the drinker committed suicide, this was held proximate to the sale.[97] And in an extreme case where the plaintiff's husband while intoxicated sold her personal property she was allowed to recover its value.[98] But where plaintiff was following her husband to see where he obtained his liquor and as he came out of defendant's saloon in order to get out of his sight she hurried and slipped on the sidewalk and was injured, it was held not the proximate consequence of her husband's intoxication.[99] But where the defendant, in violation of a statute, sold liquor to a slave, who died of drunkenness and exposure, the jury held the death to be the natural result of the defendant's act, and he was therefore obliged to give compensation for it.[100]

31 Atl. 751. Or where he was imprisoned for burglary committed while intoxicated. Dennison *v.* Van Wormer, 107 Mich. 461, 65 N. W. 274.

[95] Beers *v.* Walhizer, 43 Hun, 254; *acc.*, Homire *v.* Halfman, 156 Ind. 470, 60 N. E. 154.

[96] Roach *v.* Kelly, 194 Pa. 24, 44 Atl. 1090, 75 Am. St. Rep. 685.

[97] *Iowa:* Bistline *v.* Ney, 134 Ia. 172, 111 N. W. 422, 13 L. R. A. (N. S.) 1158.

New York: Neu *v.* McKechnie, 95 N. Y. 632, 47 Am. Rep. 89 (killed his wife while drunk and committed suicide).

South Dakota: Garrigan *v.* Kennedy, 19 S. Dak. 11, 101 N. W. 1081 (committed suicide after becoming sober).

[98] Mulford *v.* Clewell, 21 Oh. St. 191. So where the intoxication deprived the drunkard's son of school books. Strattman *v.* Moore, 134 Ill. App. 275.

[99] Johnson *v.* Drummond, 16 Ill. App. 641.

[100] Harrison *v.* Berkeley, 1 Strobh. (S. C.) L. 525, 47 Am. Dec. 578.

The attempt has been made in Georgia, which has no civil damage statute, to apply the principle of these acts to the statute allowing a recovery for death caused by crime, or "criminal or other negligence." But the court not being able to find the necessary causal connection between the act of furnishing to a third person, and the death of the plaintiff, refused to hold the defendant liable.[101] In New York it seems to be settled that when death ensues, the question is not whether the death was the natural, reasonable, or probable consequence of defendant's act, but it was enough if intoxication, caused in whole or in part by liquors sold by the defendant, was the cause of the death, if by reason thereof plaintiff's means of support were injuriously affected.[102]

§ 1256. Mental suffering.

It is clearly settled that mental suffering is not a ground for the recovery of damages, under the statute, where by its terms the recovery is confined to cases of injury to person or property.[103] But the statute may be broader than this. Thus, in Michigan, it covers any injury, and accordingly in that State it has been held that it would be a "mockery of justice" to exclude evidence of mental anguish, disgrace, and loss of society and companionship in the case of a married woman;[104] but this is confined to shame, mortification, and grief arising from the intoxication itself and not grief from an injury received by the intoxicated person.[105]

[101] Belding *v.* Johnson, 86 Ga. 177, 12 S. E. 304.

[102] *New York:* Beers *v.* Walhizer, 43 Hun, 254; Blatz *v.* Rohrbach, 42 Hun, 402; Volans *v.* Owen, 74 N. Y. 529, 30 Am. Rep. 337; Mead *v.* Stratton, 87 N. Y. 496, 41 Am. Rep. 386; Neu *v.* McKechnie, 95 N. Y. 636; McCarty *v.* Wells, 51 Hun, 172; s. c. 4 N. Y. Supp. 672.

[103] *Illinois:* Freeze *v.* Tripp, 70 Ill. 496; Meidel *v.* Anthis, 71 Ill. 241; Brantigan *v.* While, 73 Ill. 561.

Indiana: Koerner *v.* Oberly, 56 Ind. 284.

Iowa: Kearney *v.* Fitzgerald, 43 Ia. 580; Calloway *v.* Laydon, 47 Ia. 456, 29 Am. Rep. 489; Jackson *v.* Noble, 54 Ia. 641, 7 N. W. 88.

Ohio: Mulford *v.* Clewell, 21 Oh. St. 191.

[104] Friend *v.* Dunks, 37 Mich. 25; Johnson *v.* Schultz, 74 Mich. 75, 41 N. W. 865; Radley *v.* Seider, 99 Mich. 431, 58 N. W. 366; Lucker *v.* Liske, 111 Mich. 683, 70 N. W. 421. See Clinton *v.* Laning, 61 Mich. 355, 28 N. W. 125.

[105] Sissing *v.* Beach, 99 Mich. 439, 58 N. W. 364.

CHAPTER LIV

DAMAGES IN EQUITY

§ 1256a. Allowance of damages by a court of equity.
1256b. Power of English court of equity to award damages.
1256c. Damages as incidental relief.
1256d. Damages on failure to obtain equitable relief.
1256e. No damages where plaintiff should not have sued in equity.
§ 1256f. Damages granted for the protection of the defendant.
1256g. Taking of an account.
1256h. Damages against a trustee for breach of trust.
1256i. Time to which damages are assessed.
1256j. Damages assessed on legal principles.
1256k. Interest.

§ 1256a. Allowance of damages by a court of equity.

A court of equity will not in general grant relief by the allowance of damages. It is a general principle of the equity jurisdiction that it will not be afforded when there is an adequate remedy at law, and as a court of law is peculiarly competent to give a judgment for money damages, it is very seldom the case that a court of equity can be called upon to grant pecuniary compensation. The fact that in equity relief is administered without trial by jury, makes it peculiarly important that its jurisdiction should not be extended and that wherever a court of law has complete power to do justice, the court of equity should not by its interference deprive the defendant of the benefit of jury trial.[1] Where, as is now often the case, the same court administers both legal and equitable relief, this argument has become less important, as it is always in the power of the court to have the issue tried by jury even though it arises in the course of a suit asking for equitable relief.[2]

§ 1256b. Power of English court of equity to award damages.

While the granting of damages in equity is not commonly

[1] Woodman *v.* Freeman, 25 Me. 531.
[2] See McNutty *v.* Mt. Morris E. L. Co., 56 App. Div. 9, 67 N. Y. Supp. 395.

provided, it is nevertheless entirely within the power of the court to administer relief in this form. As early as the reign of Richard II., the chancellor was given power by statute to award damages in his discretion.[3] Modern legislation in England [4] provides that in all cases in which the Court of Chancery has jurisdiction to entertain an application for an injunction against a breach of any contract, covenant, or agreement, or against the commission or continuance of any wrongful act, or for the specific performance of any contract, covenant, or agreement, it shall be lawful for the same court, if it think fit, to award damages to the party injured, either in addition to or substitution for such injunction or specific performance, and that such damages may be assessed by a jury, or before the court itself, as it shall think fit.[5] But under this act, it was held by Wood, V. C., that the court will not award damages in addition to a decree for specific performance where it does not appear that the plaintiff has sustained any special injury.[6] Nor, after making a decree for specific performance, can it add an order assessing damages for the breach of the covenant.[7] Nor can it award the damages unless there is an agreement capable of being specifically performed.[8] In cases where, under this statute, the court, instead of granting an injunction against interference with the complainant's right, may give compensation, the compensation is given once for all; it cannot be given, as in an action at law, *toties quoties*.[9] It is questionable whether, even under the codes of practice in the American States, comprehensive as they are, such a jurisdiction could be exercised as that conferred by this English legislation,[10] which was continued and even increased under the Judicature Act.[11]

[3] 10 Rich. 2.

[4] 21 and 22 Vict., c. 27 (Sir Hugh Cairns' Act).

[5] See Durell *v.* Pritchard, L. R. 1 Ch. 244.

[6] Chinnock *v.* Marchioness of Ely, 2 H. & M. 220.

[7] Corporation of Hythe *v.* East, L. R. 1 Eq. 620.

[8] Lewers *v.* Earl of Shaftesbury, L. R. 2 Eq. 270; Ferguson *v.* Wilson, L. R. 2 Ch. 77.

[9] Stokes *v.* The City Offices Co., 13 L. T. R. 81.

[10] See Troy *v.* Clarke, 30 Cal. 419. Where courts of equity exercise jurisdiction to assess damages, as in the case of a wrongful taking and detention of property, they will give neither vindictive nor speculative damages, but compensation only. Sanders *v.* Anderson, 10 Rich. Eq. 232.

[11] Sayers *v.* Collyer, 28 Ch. D. 107.

§ 1256c. Damages as incidental relief.

When equity has taken jurisdiction of a bill either for the restraint of a trespass, nuisance or other tort, or for the specific performance of a contract, and has granted the relief sought, it will commonly go on and do complete justice between the parties by giving damages for the tort or breach, rather then send the plaintiff back to a court of law, where he must go to the trouble and expense of another suit, merely to obtain in the end damages which it is entirely within the power of the court of equity to grant in the original suit.[12] It may of course happen that the injunction or decree for performance will of itself give complete relief, without the award of damages.[13]

§ 1256d. Damages on failure to obtain equitable relief.

Where a bill is filed for equitable relief and for some reason the court is unable or unwilling to grant the relief sought, it may nevertheless under some circumstances retain the bill for the purpose of granting damages rather than compel the plaintiff to bring a second action at law in order to obtain the damages which he is entitled to seek. This will always be done where the failure to obtain equitable relief is due to the fault of the defendant, by putting it out of his own power, after the trial begins, to grant the relief sought.[14] "It is well settled . . . that when a defendant in a bill in equity disenables himself, pending the suit, to comply with an order for specific relief, the court will proceed to afford relief by way of compelling compensation to be made, and for this purpose will retain the bill and determine the amount of such compensation, although its nature and measure are precisely the same as the party would otherwise recover as damages in an action at law." [15] So where a bill was brought to enjoin town officers from removing the plaintiff's building and obliterating his boundaries and pend-

[12] Pomeroy, Eq., § 237. See Atlantic & C. A. L. Ry. *v.* Victor Mfg. Co., 79 S. C. 266, 60 S. E. 675.

[13] Cochrane *v.* Justice Min. Co., 4 Colo. App. 234, 35 Pac. 752.

[14] *New Hampshire:* State *v.* Sunapee Dam Co., 72 N. H. 114, 55 Atl. 899.

New York: O'Beirne *v.* Bullis, 80 Hun, 570, 30 N. Y. Supp. 588.

Vermont: Hazen *v.* Lyndonville Bank, 70 Vt. 543, 41 Atl. 1046, 67 Am. St. Rep. 680.

Pomeroy, Eq., § 237, n. 3.

[15] Milkman *v.* Ordway, 106 Mass. 232.

ing the suit the town officers replied that they had already, since the filing of the bill, removed the building and graded down the lot, the court refused to dismiss the bill, but retained it for the assessment of damages.[16]

If the court finds it impossible to grant the equitable relief not because the defendant has disabled himself during the progress of the suit, but for some other reason unknown to the plaintiff at the time he filed his bill, the court will not in general punish the plaintiff for his ignorance or lack of foresight by compelling him to go to a court of law for relief, but since he is without fault, although it cannot grant the relief sought, it will give him damages. Thus, where by reason of defect of title, or for any other reason existing before suit brought, but unknown to the plaintiff, the court is unable to grant specific performance of a contract or injunction against a tort, it will nevertheless retain the bill and give damages.[17] And so, where, by reason of the expiration of the plaintiff's lease pending the suit, the court was unable to grant him the relief sought, he was allowed relief by way of damages.[18]

§ 1256e. No damages where plaintiff should not have sued in equity.

If the circumstances are such that the plaintiff should not have brought his suit in equity, but have gone originally to the court of law, equity will not retain the bill to award damages even though on the face of the bill a proper case for the exercise of equitable jurisdiction is made out. In an old English case the plaintiff brought a bill to have an account of satisfaction for waste. The bill was brought after the defendant had assigned the term. Lord Hardwick said: "The ground of coming into this court is to stay the waste and not by way of satisfaction for the damages, but by way of prevention of the wrong, which courts of law cannot do in those instances where a prohibition of waste will not strictly lie; but in all these cases this court has gone further merely upon the maxim of preventing multiplicity of suits, which is the reason that determines this court in many

[16] Lewis *v.* North Kingstown, 16 R. I. 15, 11 Atl. 173, 27 Am. St. Rep. 724.

[17] Stewart *v.* Joyce, 205 Mass. 371, 91 N. E. 555; Pomeroy, Eq., § 237, n. 3. *Ante*, § 1021.

[18] Case *v.* Minot, 158 Mass. 577, 33 N. E. 700, 22 L. R. A. 536.

cases; . . . but nothing would tend to greater vexation than to admit of such bills as of the present after the term is at an end." [19] So where the plaintiff knows before he files his bill that the equitable relief which he asks is impossible, or that the only relief he can get is damages, the bill will be dismissed and no damages will be granted.[20] So where equitable relief is refused because of the plaintiff's own fault or laches, the court will not ordinarily retain the bill in order to grant legal relief by way of damages. Thus, where the plaintiff asked for the specific performance of a contract to convey land, but the court refused to grant specific performance on the ground that the consideration was inadequate, it being considerably less than half the value of the land, the court not only refused to grant the relief sought, but dismissed the bill without giving damages.[21]

§ 1256f. Damages granted for the protection of the defendant.

Where the defendant is not really in fault, although it is not a case where the plaintiff on his own claims would be entitled to relief by way of damages, the court of equity may grant such relief as part of a general equitable settlement of the controversy. It is by this method that the New York courts have often granted complete compensation in the litigation arising out of the running of elevated railroads through the streets.[22] So where a city by the establishment of driven wells and pumping stations continuously caused injuries to the plaintiff through the drying up of a water course, and the absorption of underground waters, thereby injuring the plaintiff's farm, and it appeared that the city was acting in a proper manner authorized by law, it was held that the court should not grant a permanent injunction, since the controversy ought to be settled by compelling the defendant to make full compensation in money to the plaintiffs; and the court therefore assessed the amount of

[19] Jesus College *v.* Bloom, 3 Atk. 262.

[20] *New York:* Ellis *v.* Salmon, 57 App. Div. 118, 67 N. Y. Supp. 1025.

North Dakota: Knudtson *v.* Robinson, 18 N. D. 12, 118 N. W. 1051.

Pomeroy, Eq., § 237, n. 3.

[21] Cummings *v.* Roeth, 10 Cal. App. 144, 101 Pac. 434.

[22] Lynch *v.* Metropolitan E. R. R., 129 N. Y. 274, 29 N. E. 315, 15 L. R. A. 287, 26 Am. St. Rep. 523; American B. N. Co. *v.* New York E. R. R., 129 N. Y. 252, 29 N. E. 302; *ante*, § 1196.

compensation and ordered the defendants to pay it and the plaintiffs to grant a release, in order that the entire controversy might be closed up in a single suit.[23] So where the plaintiff sued for an injunction against a dam maintained by the defendant under the mistaken belief that he had obtained the right to do so by eminent domain proceedings, and it appeared that the plaintiff had permitted the dam to be built and maintained for some time, the court refused to abate the damage on account of plaintiff's laches, but in order to close up the controversy it granted pecuniary damages.[24] The real ground for these decisions is not any claim of the plaintiff's to have his damages assessed in the action. The court is acting out of regard for the defendant's rights fully as much as for the plaintiff's. In the language of Gray, J., in Westphal *v.* City of New York,[25] "By coming in and submitting the matters in controversy between them and the defendant to a court of equity, the plaintiffs consented to the exercise of a jurisdiction which is plenary and unfettered in administering that full relief which will settle the controversy upon just principles. The plaintiffs renounced the right to pursue their remedy at law for the injuries suffered, and brought the matter on the equity side of the court, whereby it gained jurisdiction generally to adjust the disputes of the parties finally."

§ 1256g. Taking of an account.

In many branches of equity jurisdiction the court orders the taking of an account as a part of the relief administered. This, however, is not in any way the administering of damages for a wrong, but is merely ascertaining the state of the mutual rights of parties. Thus, in actions for the settlement of partnership affairs or in suits for the redemption of mortgages, the court will settle the accounts between parties and make a decree for the payment of the balance.[26] So in the case of a complicated account the court of equity may grant a decree for an accounting against fiduciaries or other accountable parties.[27] This, as has been said, is in no sense the allowance

[23] Westphal *v.* New York, 177 N. Y. 140, 69 N. E. 369.

[24] Miller *v.* Cornwell, 71 Mich. 270, 38 N. W. 912.

[25] 177 N. Y. 140, 69 N. E. 369.

[26] Pomeroy, Eq., §§ 1190, 1421.

[27] Pomeroy, Eq., §§ 1420 *et seq.*

of damage for the wrong and lies outside the scope of this work and we shall therefore not discuss the subject at greater length.

§ 1256h. Damages against a trustee for breach of trust.

A suit against a trustee is within the exclusive jurisdiction of equity and the relief administered is ordinarily a decree for an account. Where this is the case, the principles of the law of damages have no place. In case, however, of a conveyance by the trustee to a purchaser for value without notice, the *cestui que trust* may complain of the conveyance as a wrong to him and seek damages for it, or he may seek relief by way of an accounting. In no case is he entitled to damages in a court of law since the relation is not there recognized. Even, therefore, if he complains of the wrong done him and seeks for damages, he must do it in the court of equity. If he seeks an accounting merely, the trustee will be obliged to account for the amount received by him for the trust property. If, however, the plaintiff seeks damages for the wrong, he will be entitled to recover from the trustee the value of the property disposed of at the time the trustee transferred it, without regard to the amount received by the trustee upon the sale of it,[28] or, at his option, the amount received, with interest.[29]

§ 1256i. Time to which damages are assessed.

Since the purpose of equity in granting damages as partial or entire relief is to close up the entire controversy, the damages

[28] *New Jersey:* General Proprietors *v.* Force, 72 N. J. Eq. 56, 68 Atl. 914.

Rhode Island: Manville Covering Co. *v.* Babcock, 28 R. I. 496, 68 Atl. 421.

Texas: Boothe *v.* Feist, 80 Tex. 141, 15 S. W. 799, 19 S. W. 398; Silliman *v.* Gano, 90 Tex. 637, 39 S. W. 559, 40 S. W. 391; see Mixon *v.* Miles, 92 Tex. 318, 47 S. W. 966.

Virginia: Norman *v.* Cunningham, 5 Gratt. 63.

The price at which the trustee sold may be taken as the value, in the absence of other evidence. Cross *v.* Cross, 4 Gratt. 257.

Since the trustee is a fiduciary, the beneficiary may, if he choose, demand the property, or its value at a later time. Bell *v.* Bell, 20 Ga. 250. As for instance at the time suit is brought. Mixon *v.* Miles (Tex. Civ. App.), 46 S. W. 105.

If no damages can be proved, because liens on the property equalled its value, nominal damages only can be recovered. Thoman *v.* Mills, 159 Mich. 402, 124 N. W. 33.

[29] *California:* Clapp *v.* Vatcher, 9 Cal. App. 462, 99 Pac. 549.

New Jersey: General Proprietors *v.* Force, 72 N. J. Eq. 56, 68 Atl. 914.

granted by the court in the case of a continuing injury will be brought down to the date of the decree, since otherwise the court could not by its decree prevent the necessity of a resort to an action at law to get a part of the relief to which the plaintiff is entitled.[30]

§ 1256j. Damages assessed on legal principles.

In Stewart *v.* Joyce [31] a bill was brought to set aside as fraudulent a sale and transfer of stock by the plaintiff to the defendant. Before the bill was filed the stock had been transferred to a purchaser for value, but under the circumstances the court retained the bill and gave relief by way of damages. The plaintiff claimed that the damages should be assessed as of the date of filing or of the final decree. The defendant contended that damages should be given as of the time of the original transfer; and the court so held. The case, the court said, was one for the assessment of damages purely. The failure to obtain the relief for which the plaintiff came into equity had no effect in enhancing the damages which he would otherwise have been entitled to recover, or in other words, equity in granting damages measures them by the same rules which prevail at law. In equity the plaintiff could have the sale set aside and the stock returned to him so far as it was within the power of the defendant to return it; but if that is not possible, and the court having jurisdiction of the cause proceeds to assess the damages instead of compelling him to bring an action at law, the rule of damages is and must be the same in one court as in another. The court then considered the case of Fowle *v.* Ward,[32] where one under a contract obligation to keep the plaintiff's shares in his hands disposed of them wrongfully, and the court allowed as damages the sum which would enable the plaintiff to replace the shares the defendant had disposed of. The court said, however, that in this case at bar the defendant was not bound to have the stock in his hands when the bill was brought, or at any other time until the

[30] *New York:* John D. Park & Sons Co. *v.* Hubbard, 134 App. Div. 468, 119 N. Y. Supp. 347. *South Carolina:* Southern Ry. *v.* Gossett, 79 S. C. 372, 60 S. E. 956.

[31] 205 Mass. 371, 91 N. E. 555.

[32] 113 Mass. 548, 18 Am. Rep. 534.

plaintiff elected to avoid the sale, and defendant could rightfully sell and dispose of the stock to an innocent purchaser. The court also said that the case differed from cases relating to specific performance, "even if we assume that in case of a partial or total inability to perform the damages would be assessed as of the date of the bringing of the bill or of the entry of the final decree of which there may be some doubt."

The court added that if the defendant had disabled himself from conveying the stock by a sale after the bill was brought, a different rule might be applied; having evidently in mind the fact that in that case it would have become the duty of the defendant to retain the stock in his hands for the plaintiff's benefit, and in that case the damages, either at law or in equity, would be based on the higher value of the stock at the time when the defendant should have restored it.

§ 1256k. Interest.

The general principles upon which interest is allowed by way of damages as a compensation for non-payment of money, appear to be the same at equity as in law. So upon a bill for an accounting it was laid down by the Supreme Court of the United States [33] that if the defendant has in his possession and control the means of determining the amount of his indebtedness he should ascertain it, and tender the amount due, even though the complainant may have considered himself entitled to an account, and to a greater sum as balance due him than was actually found to be due; and if the defendant does not make such a tender he becomes liable for interest. This is based on the general principle—which the court seems to regard as equally applicable to suits at law or in equity—that one who has had the use of money owing to another should pay interest on it from the time when the payment should have been made.

[33] Spalding *v.* Mason, 161 U. S. 375, 395, 16 Sup. Ct. 592, 40 L. ed. 739; Crescent Mfg. Co. *v.* Wabash Mfg. Co., 151 U. S. 317, 323, 14 Sup. Ct. 348, 38 L. ed. 177; Sturm *v.* Boker, 150 U. S. 312, 342, 14 Sup. Ct. 99, 37 L. ed. 1093. For an elaborate review of the whole subject of the allowance of interest see the opinion of Putnam, J., in Nashua & Lowell R. R. *v.* Boston & Lowell R. R., 61 Fed. 237, 21 U. S. App. 50, a case in which it was allowed from the filing of the bill.

CHAPTER LV

PLEADING AND PRACTICE

I.—Damages as Affected by the Plaintiff's Pleadings

§ 1257. Averment of damage.
1258. Damages beyond amount laid.
1259. Method of curing the error.
1260. Averment of damage not otherwise material.
1261. Special damages.
1262. Prospective damages.
1263. Exemplary, double and treble damages.
1264. Interest.
§ 1265. Special damages—Actions for injury to real estate.
1266. For breach of contract.
1267. Against carriers.
1268. For injury to personal property.
1269. For loss of business.
1270. For personal injury.
1270a. Extent of allegation required.
1271. For other torts.
1271a. Answers.

II.—Practice

§ 1272. Damages upon demurrer overruled.
1273. Upon plea in abatement.
1274. Upon plea to the damage.
1275. Upon default.
1276. Entire or several damages—Joinder of good and bad counts.
1277. Judgment when arrested.
1278. Count bad in part.
1279. Joint torts.
1280. Several torts by different defendants in the same suit.
§ 1281. Award of arbitrators.
1282. Costs.
1283. Obsolete judgment of "damage clear."
1284. Form of verdict.
1285. Damages as affecting jurisdiction.
1286. Right to begin.
1286a. Damages on appeal.
1286b. Damages on dissolution of injunction.

§ 1257. Averment of damage.

* The most important remark to be made on this part of our subject, is as to the necessity of distinctly averring in the declaration the damage of which the plaintiff complains. Great nicety was once used in regard to the peculiar mode of allegation; thus, it has been doubted whether an averment was sufficiently clear and positive if preceded by the word "whereby," or "thereupon," on the ground that the words following the "whereby" or "thereupon" could not be considered as

containing an averment of *matter of fact*, but merely matter of conclusion or inference drawn from the matters previously alleged. But it now seems to be well settled, that where the allegation following such a word as "thereupon" or "whereby" is clearly intended as an *allegation* of fact, the matter is to be considered averred with sufficient directness; the word "thereupon" or "whereby" not being understood as showing that the proposition following such word is intended to be stated as a consequence deducible from what precedes, but only as showing the time at which, or the occasion on which, that which follows the word in question is averred to have taken place.[1] But if the averment is merely one of a legal liability, it is well established that such an averment, being one of matter of law, will not supply the want of those allegations of fact from which alone the court could infer the law to be as stated; so that such allegation is useless when the declaration is insufficient, and superfluous when sufficient without it. But the allegation of damage is only required to be of the fact as it exists in legal contemplation.[2] So an allegation that the plaintiff has been put to great expense, will be satisfied by proof that he has incurred a liability to pay;[3] ** though an allegation that the plaintiff has paid money will not be satisfied by such proof.[4]

The amount of damage is to be stated generally; [5] and if there is a general statement of damage this will justify recovery though none of the items of special damage are proved.[6] If, however, the only damage stated is special damage, upon

[1] Pryce *v.* Belcher, 3 C. B. 58; Brown *v.* Mallett, 5 C. B. 599.

[2] But this rule of the common-law practice is changed by the new codes of procedure, which require the statement of the actual facts, and not merely the averment of their legal effect. Garvey *v.* Fowler, 4 Sandf. 665.

[3] Richardson *v.* Chasen, 10 Q. B. 756.

[4] *Minnesota:* Ward *v.* Haws, 5 Minn. 440.

Texas: Texas S. L. Ry. *v.* Patton (Tex. Civ. App.), 96 S. W. 774; El Paso El. Ry. *v.* Sierra (Tex. Civ. App.), 109 S. W. 986.

England: Pritchet *v.* Boevey, 1 Cr. & M. 775; Jones *v.* Lewis, 9 Dowl. Pr. 143.

But see *contra*, Standard D. & D. Co. *v.* Hill, 166 Fed. 99, 92 C. C. A. 83.

[5] International & G. N. R. R. *v.* Cruseturner, 44 Tex. Civ. App. 181, 98 S. W. 423. If the amount is left blank, nothing can be recovered. Lexington Ry. *v.* Britton, 130 Ky. 676, 114 S. W. 295.

[6] Harrison *v.* Argyle Co., 128 App. Div. 81, 112 N. Y. Supp. 477.

failure to prove any item of special damage, nothing can be recovered on account of general damage.[7] In some states it is not necessary to allege more than the amount of damages claimed,[8] while in others the items making up the general damages must be separately valued.[9] Such matters of local practice cannot be profitably dealt with in a general work.

§ 1258. Damages beyond amount laid.

* In regard to the amount of damages to be averred, it is only necessary to lay them so high as to cover the injury; for no recovery can be had beyond the amount in the declaration.** If the jury assess the damages at a sum beyond the amount laid in the declaration, and judgment be entered for the whole amount of damages found by the jury, it is error.[10] In Vir-

[7] Christophulos Cafe Co. *v.* Phillips, 4 Ga. App. 819, 62 S. E. 562; see Wright *v.* Smith, 128 Ga. 432, 57 S. E. 684.

[8] Sherlag *v.* Kelley, 200 Mass. 232, 86 N. E. 293.

[9] Harrington *v.* Stromberg-Mullins Co., 29 Mont. 157, 74 Pac. 413 (value of property converted).

[10] *Arkansas:* White *v.* Cannada, 25 Ark. 41; Snow *v.* Grace, 25 Ark. 570.

California: Clark *v.* San Francisco & S. J. V. Ry., 142 Cal. 614, 76 Pac. 507.

Colorado: Wilcox *v.* Field, 1 Colo. 3.

Illinois: Walcott *v.* Holcomb, 24 Ill. 331; Pierson *v.* Finney, 37 Ill. 29, 87 Am. Dec. 233; Kelley *v.* Third Nat. Bank, 64 Ill. 541.

Indiana: Epperly *v.* Little, 6 Ind. 344; Hall *v.* Hall, 42 Ind. 585.

Iowa: David *v.* Conard, 1 Greene, 336; Cameron *v.* Boyle, 2 Greene, 154.

Kentucky: Edwards *v.* Wiester, 2 A. K. Marsh. 382; Rowan *v.* Lee, 3 J. J. Marsh. 97; South Covington & C. Ry. *v.* Raymer, 132 Ky. 187, 116 S. W. 281.

Louisiana: W. W. Carre & Co. *v.* Masse, 113 La. 608, 37 So. 530.

Maryland: Attrill *v.* Patterson, 58 Md. 226.

New Hampshire: Taylor *v.* Jones, 42 N. H. 25.

New Jersey: Hawk *v.* Anderson, 9 N. J. L. 319; Lake *v.* Merrill, 10 N. J. L. 288.

New York: Curtiss *v.* Lawrence, 17 Johns. 111; Dox *v.* Dey, 3 Wend. 356, 20 Am. Dec. 702; Fish *v.* Dodge, 4 Denio, 311; Cohen *v.* Wittemann, 100 App. Div. 338, 91 N. Y. Supp. 493.

North Carolina: Grist *v.* Hodges, 3 Dev. L. 198, 203.

Pennsylvania: Lantz *v.* Frey, 19 Pa. 366.

Tennessee: Fowlkes *v.* Webber, 8 Humph. 530.

Texas: Moore *v.* Republic, 1 Tex. 563.

England: Hoblins *v.* Kimble, 1 Bulst. 49; Cheveley *v.* Morris, 2 W. Black. 1300.

So, on a counterclaim. Annis *v.* Upton, 66 Barb. 370.

It has been held in *Missouri* to be error not to instruct the jury that the damages are limited to the amount claimed. Spohn *v.* Missouri Pac. Ry., 116 Mo. 617, 22 S. W. 690.

But in Calumet I. & S. Co. *v.* Martin, 115 Ill. 358, it was held error to instruct the jury that they must not give damages above the *ad damnum*.

So where a certain amount of exemplary damages is claimed, no more

ginia and West Virginia judgment may exceed the amount averred by the amount of interest accrued since the filing of the declaration.[11]

In an action of replevin, however, the damages claimed in the writ are damages for detention; and the amount awarded as the value of the goods, upon the plaintiff's election to take such value, is not limited by the *ad damnum*.[12] Where double damages are claimed, the actual damage is limited by the *ad damnum*, but the double damages may be given in addition.[13]

§ 1259. Method of curing the error.

If the jury render a verdict in excess of the amount averred to be due, the plaintiff may remit the excess before judgment without order of court,[14] but after judgment he cannot enter a *remittitur* without permission.[15] After judgment the court may give the plaintiff his election between entering a *remittitur* of the excess and retrying the case.[16]

§ 1260. Averment of damage not otherwise material.

* It was anciently held, both in actions of *indebitatus assumpsit* and *insimul computassent*, that the plaintiff could not recover any less amount of damages than the precise sum laid in the declaration.[17] But it is now well settled otherwise: and thus, even in an action on a policy of insurance averring a total loss, a recovery may be had for a partial loss.[18] ** This

can be recovered. Gregory *v.* Coleman, 3 Tex. Civ. App. 166, 22 S. W. 181.

[11] *Virginia:* Cahill *v.* Pintony, 4 Munf. 371.

West Virginia: Enoch *v.* Mining & P. Co., 23 W. Va. 314.

[12] Anderson *v.* Carlin, 24 Fla. 199.

[13] Roscvelt *v.* Hanold, 65 Mich. 414.

[14] *Maryland:* Harris *v.* Jaffray, 3 H. & J. 543.

Virginia: Cahill *v.* Pintony, 4 Munf. 371.

[15] Davenport *v.* Bradley, 4 Conn. 309.

[16] *Maryland:* Lewis *v.* Cooke, 1 H. & McH. 159; Attrill *v.* Patterson, 58 Md. 226, 260.

Missouri: Crews *v.* Lackland, 67 Mo. 619.

New Jersey: Herbert *v.* Hardenbergh, 10 N. J. L. 222.

New York: Corning *v.* Corning, 6 N. Y. 97; Droege *v.* Interurban St. Ry., 91 N. Y. Supp. 71.

Canada: Wilde *v.* Crow, 10 Up. Can. C. P. 406.

In *Connecticut:* it was held that a *remittitur* could not be entered, but the case must go back to trial upon the question of damages only. Davenport *v.* Bradley, 4 Conn. 309.

[17] Sayer on Damages, ch. x, pp. 43 *et seq.;* Bagnal *v.* Sacheverel, Cro. Eliz. 292; Ramsden's case, Clayton, 87.

[18] Chitty on Pleadings, vol. i, p. 371; Marshall on Insurance, 629.

necessarily follows from the fact that, except as fixing a limit beyond which recovery cannot be had, the averment of the amount of damages is not a material one. The amount of damages alleged is not a traversable averment, and is not admitted by a failure to deny it.[19] In some States it is provided by statute that in actions of contract no proof of damage shall be required upon default; [20] and in California the averment of amount of damages appears to be material in every case, so that upon failure to deny the amount the plaintiff recovers the whole amount claimed in his declaration. [21]

§ 1261. Special damages.

* A question of more frequent occurrence is, as to the necessity of averring the particular cause and extent of any special damage for which the plaintiff claims redress.**

"Damages," says Mr. Chitty,[22] "are either general or special. General damages are such as the law implies or presumes to have accrued from the wrong complained of. Special damages are such as really took place and are not implied by law; and are either superadded to general damages arising from an act injurious in itself, as where some particular loss arises from the uttering of slanderous words actionable in themselves; or are such as arise from an act indifferent and not actionable in itself, but injurious only in its consequences, as where words become actionable only by reason of special damage ensuing. . . . It does not appear necessary to state the formal description of damages in the declaration, because presumptions of law are not in general to be pleaded or averred as facts. . . . But when the law does not *necessarily imply* that the plaintiff sustained damage by the act complained of,

[19] *Indiana:* McLees *v.* Felt, 11 Ind. 218.

New York: Raymond *v.* Traffarn, 12 Abb. Pr. 52.

Wisconsin: Jenkins *v.* Steanka, 19 Wis. 126, 88 Am. Dec. 675.

[20] *Kansas:* Cole *v.* Hoeburg, 36 Kan. 263, 59 Am. Rep. 546.

Oregon: White *v.* Northwest Stage Co., 5 Ore. 99.

[21] Patterson *v.* Ely, 19 Cal. 28; Dimick *v.* Campbell, 31 Cal. 238; Huston *v.* Twin & C. C. T. R. R., 45 Cal. 550.

[22] Chitty on Pleading, 410, 411, cited in Dumont *v.* Smith, 4 Denio, 319. "The damages sustained are matter of evidence, and need not be alleged, nor are they scarcely ever stated but in a general manner." Barruso *v.* Madan, 2 Johns. 149.

it is essential to the validity of the declaration that the resulting damage should be shown with particularity. . . . And whenever the damages sustained have not necessarily accrued from the act complained of, and consequently are not implied by law, then, in order to prevent the surprise on the defendant which might otherwise ensue on the trial, the plaintiff must in general state the particular damage which he has sustained, or he will not be permitted to give evidence of it." [23]

Mr. Chitty's satisfactory statements of the distinction between general and special damages leave little to be added. All legal damages must, whether the action be in contract or in tort, *naturally* result from the act or default complained of; and although the law in certain cases permits the recovery of such damages as are physically secondary or consequential, yet they must in legal contemplation be also its *proximate* result. Where such result is necessary, or is legally imported by the facts, the damages are general, and need not be specifically set forth in the pleading; [24] otherwise they must, whether such special damage is or is not essential to the maintenance of the action.[25] In the one case, the statement of the cause

[23] See, also, Chitty on Pleading, 370 *et seq.;* same subject. See, also, De Forest *v.* Leete, 16 Johns. 122, where it is held that in an action on the covenant against incumbrances, it was not enough to aver that the premises were incumbered, but that the declaration must set out the extinguishment of the incumbrance.

See also the following cases:

Indiana: Lindley *v.* Dempsey, 45 Ind. 246.

Louisiana: Arrowsmith *v.* Gordon, 3 La. Ann. 105.

Mississippi: Burrage *v.* Melson, 48 Miss. 237.

New York: Butler *v.* Kent, 19 Johns. 228; Fitch *v.* Fitch, 35 N. Y. Super. Ct. 302.

South Carolina: Robert R. Sizer & Co. *v.* Dopson, 72 S. E. 464.

[24] *Iowa:* Palmer *v.* Waterloo, 138 Ia. 296, 115 N. W. 1017.

Kentucky: Cumberland T. & T. Co. *v.* Overfield, 127 Ky. 548, 106 S. W. 242; McDaniel *v.* Hutcherson, 136 Ky. 412, 124 S. W. 384.

Missouri: Van Buskirk *v.* Quincy, O. & K. C. R. R., 131 Mo. App. 357, 111 S. W. 832.

New Hampshire: Stevens *v.* Lyford, 7 N. H. 360.

Pennsylvania: Rank *v.* Rank, 5 Pa. 211; Hart *v.* Evans, 8 Pa. 13.

South Dakota: Fritz *v.* Watertown, 21 S. D. 280, 111 N. W. 630.

Texas: Moore *v.* Smith, 19 S. W. 781.

Vermont: Hutchinson *v.* Granger, 13 Vt. 386.

[25] *United States:* The Director, 11 Sawy. 494; Lanston M. M. Co. *v.* Merganthaler Linotype Co., 154 Fed. 42, 83 C. C. A. 154.

Alabama: Lewis *v.* Paull, 42 Ala. 136; Irby *v.* Wilde, 150 Ala. 462, 43 So. 574.

California: Numan *v.* San Francisco, 38 Cal. 689.

Colorado: Tucker *v.* Parks, 7 Colo. 62.

of action sufficiently apprises the defendant of the extent of the claim. In the other, legal justice, in order to enable him to prepare his defence, requires the further averment of the injurious consequences. Special damages must be pleaded in equity as in law.[26] * But it is no ground of demurrer to an entire breach in an action of covenant, that certain consequential damages alleged are not recoverable. If the plaintiff is entitled to recover for any damage, it is sufficient to support the breach.[27] **

In alleging special damages, it is not enough, in most jurisdictions, merely to enumerate the heads of special damages for which compensation will be asked, but the facts of the damage and claim for compensation must be specifically alleged;[28] and in Texas the claim must be fully itemized.[29]

Connecticut: Bristol Mfg. Co. *v.* Gridley, 28 Conn. 201.

Florida: Jacksonville Elec. Co. *v.* Batchis, 54 Fla. 192, 44 So. 933.

Illinois: Olmstead *v.* Burke, 25 Ill. 86.

Kentucky: Louisville & N. R. R. *v.* Roney, 32 Ky. L. Rep. 1326, 108 S. W. 343.

Louisiana: Roberts *v.* Hyde, 15 La. Ann. 51.

Maryland: McTavish *v.* Carroll, 13 Md. 429.

Massachusetts: Baldwin *v.* Western R. R., 4 Gray, 333; Warner *v.* Bacon, 8 Gray, 397, 69 Am. Dec. 253; Rice *v.* Coolidge, 121 Mass. 393, 23 Am. Rep. 279.

Michigan: Shaw *v.* Hoffman, 21 Mich. 151.

Minnesota: Chamberlain *v.* Porter, 9 Minn. 260.

Missouri: Ingles *v.* Metropolitan St. Ry., 145 Mo. App. 241, 129 S. W. 493.

Nebraska: Rosecrans *v.* Asay, 49 Neb. 512, 68 N. W. 627; Armagost *v.* Rising, 54 Neb. 763, 75 N. W. 534.

New Hampshire: Troy *v.* Cheshire R. R., 23 N. H. 83, 55 Am. Dec. 177; Gove *v.* Watson, 61 N. H. 136.

New Jersey: Ryerson *v.* Marseillis, 16 N. J. L. 450.

New York: Reporters' Assoc. *v.* Sun P. & P. Assoc., 186 N. Y. 437, 79 N. E. 710; Keefe *v.* Lee, 197 N. Y. 68, 90 N. E. 344; Hallock *v.* Belcher, 42 Barb. 199; Solms *v.* Lias, 16 Abb. Pr. 311; Toplitz *v.* King Bridge Co., 46 N. Y. Supp. 418; Isman *v.* Loring, 130 App. Div. 845, 115 N. Y. Supp. 93.

Pennsylvania: Agnew *v.* Johnson, 22 Pa. 471, 62 Am. Dec. 303.

Texas: Gulf, C. & S. F. Ry. *v.* Craft (Tex. Civ. App.), 102 S. W. 170; Missouri, K. & T. Ry. *v.* Linton (Tex. Civ. App.), 109 S. W. 942.

Utah: McKinney *v.* Carson, 35 Utah, 180, 99 Pac. 660.

Washington: Fish *v.* Nethercutt, 14 Wash. 582, 45 Pac. 44, 53 Am. St. Rep. 892.

Wisconsin: Birchard *v.* Booth, 4 Wis. 67.

[26] Hooper *v.* Armstrong, 69 Ala. 343.

[27] Amory *v.* Brodrick, 5 B. & Ald. 712.

[28] *Kentucky:* Chesapeake & O. Ry. *v.* Crank, 128 Ky. 329, 108 S. W. 276.

Texas: Pipher *v.* Bissonet (Tex. Civ. App.), 36 S. W. 770.

Washington: Hubenthal *v.* Spokane & I. Ry., 43 Wash. 677, 86 Pac. 955.

[29] Houston E. & W. T. Ry. *v.* Adams, 44 Tex. Civ. App. 288, 98 S. W. 222.

§ 1262. Prospective damages.

Prospective damages need not in general be specially averred;[30] and recovery may be had for a permanent injury without an express allegation of permanency.[31] In a few cases, however, it is held that, unless the description of the injury itself makes future pain probable, no recovery can be had for it without an allegation.[32] So in an action by a husband for a battery on his wife it was held that damages from a permanent loss of her services must be specially alleged.[33] And the same was held in an action for death of an adult son.[34] Where the declaration alleged the injuries to have been committed between a day named and the date of the writ, the plaintiff was not allowed to recover damages to the date of the service of the writ.[35]

§ 1263. Exemplary, double and treble damages.

It is held in some jurisdictions that the claim for exemplary damages need not be specially pleaded.[36] But in other jurisdictions it is required that they be specially claimed [37] and even

[30] *California:* Treadwell *v.* Whittier, 80 Cal. 574, 22 Pac. 266, 13 Am. St. Rep. 175.

Maine: Bradbury *v.* Benton, 69 Me. 194.

Missouri: Gerdes *v.* Christopher & S. A. I. & F. Co., 124 Mo. 347, 25 S. W. 557; Bartley *v.* Trorlicht, 49 Mo. App. 214.

[31] *Missouri:* Gerdes *v.* Christopher & S. A. I. & F. Co., 124 Mo. 347, 25 S. W. 557; De Courcy *v.* Prendergast Const. Co., 140 Mo. App. 169, 120 S. W. 632.

New York: Lynch *v.* Third Ave R. R., 59 N. Y. Super. Ct. 71, 13 N. Y. Supp. 236; Tyler *v.* Third Ave. R. R., 41 N. Y. Supp. 523.

In *Texas,* however, it has been held that an allegation that a personal injury is permanent will not justify the recovery of damages for future suffering where no pecuniary damages are alleged from such suffering. Houston & T. C. R. R. *v.* Lindsey, 51 Tex. Civ. App. 67, 110 S. W. 995.

[32] *Iowa:* Palmer *v.* Waterloo, 138 Ia. 296, 115 N. W. 1017.

Texas: Rapid Transit Ry. *v.* Allen, 54 Tex. Civ. App. 245, 117 S. W. 486.

[33] Uertz *v.* Singer Mfg. Co., 35 Hun, 116.

[34] Winnt *v.* International & G. N. R. R., 74 Tex. 32.

[35] Prouty *v.* Bell, 44 Vt. 72.

[36] *Alabama:* Alabama G. S. R. R. *v.* Arnold, 84 Ala. 159, 4 So. 359, 5 Am. St. Rep. 354.

Georgia: Savannah, F. & W. Ry. *v.* Holland, 82 Ga. 257, 10 S. E. 200, 14 Am. St. Rep. 158.

Iowa: Gustafson *v.* Wind, 62 Ia. 281.

Maine: Wilkinson *v.* Drew, 75 Me. 360.

Minnesota: Andrews *v.* Stone, 10 Minn. 72.

Mississippi: Southern Ex. Co. *v.* Brown, 67 Miss. 260, 7 So. 318, 8 So. 425, 19 Am. St. Rep. 306.

Oregon: Stark *v.* Epler, 117 Pac. 276.

[37] *Missouri:* Anderson *v.* Shockley (Mo. App.), 140 S. W. 755.

Texas: Galveston, H. & S. A. R. R. *v.* Le Gierse, 51 Tex. 189; Zeliff *v.*

that their amount be stated.[38] Where such damages are claimed on the ground of malice, malice must be averred in the complaint.[39] But where statutory double or treble damages are claimed, the declaration must allege that the action is brought under the statute.[40] The plaintiff, however, having claimed such statutory damages, may recover single damages if he does not prove himself to be entitled to the benefit of the statute.[41] In Osburn *v.* Lovell [42] it was held, that in an action of trespass, to recover treble damages, evidence that the trespass was involuntary, and under a *bona fide* claim of right, might be given under the general issue. Cooley, J., said: "It was held, in Delevan *v.* Bates,[43] that whatever, in an action of tort, would go in mitigation of damages might be given in evidence under the general issue."

§ 1264. Interest.

Interest on a liquidated demand must be specially claimed, not on an unliquidated demand.[44]

§ 1265. Special damages—Actions for injury to real estate.

* In New York, in an action on the case, in which the plaintiff declared against the defendant for placing a quantity of lime, sand, and other building material opposite to his store, so that the free passage to it was interrupted, and the dust and dirt of the materials blew into his store and damaged his goods, it was held, that proof that customers were prevented from frequenting the store, and that a tenant who occupied it left it

Jennings, 61 Tex. 458, 48 Am. Rep. 305; International & G. N. Ry. *v.* Smith, 62 Tex. 252; Moore *v.* Smith, 19 S. W. 781.

[38] Krone *v.* Block, 144 Mo. App. 575, 129 S. W. 43.

[39] Johnson *v.* Chicago, R. I. & P. Ry., 51 Ia. 25; Jones *v.* Marshall, 56 Ia. 739. There need be no special allegation of malice in an action for malicious prosecution, since the allegation of the cause of action includes malice. Davis *v.* Seeley, 91 Ia. 583, 60 N. W. 183.

[40] *Kentucky:* Bell *v.* Norris, 79 Ky. 48, 42 Am. Rep. 204.

Pennsylvania: Hughes *v.* Stevens, 36 Pa. 320.

[41] Starkweather *v.* Quigley, 7 Hun, 26.

[42] 36 Mich. 246.

[43] 1 Mich. 97; *acc.*, Allis *v.* Nanson 41 Ind. 154.

[44] *Kansas:* Shepard *v.* Pratt, 16 Kan. 209.

Texas: Watkins *v.* Junker, 90 Tex. 586, 40 S. W. 11; San Antonio & A. P. Ry. *v.* Timon (Tex. Civ. App.), 110 S. W. 82. See St. Louis S. W. Ry. *v.* Starks (Tex. Civ. App.), 109 S. W. 1003.

in consequence of the nuisance, whereby it remained empty, was inadmissible, because not alleged in the declaration as special damages. "Where the damages," said the Supreme Court, "actually sustained do not necessarily arise from the act complained of, and consequently are not implied by law, in order to prevent surprise to the defendant, the plaintiff must state in his declaration the particular damage which he has sustained, or he will not be permitted to give evidence of it upon the trial. . . . There is no claim for damages in the declaration for the loss of customers. . . . The loss of the tenant and the consequent loss of the rent of the store, ought to have been specially alleged, in order to entitle the plaintiff to have proved them as damages." [45]

So, in a later case in the same State, in an action of trespass on the case, the declaration alleged that the defendant, in consideration of the sale by the plaintiff to him of certain premises in the city of New York, covenanted that he would erect on them a brick dwelling-house, and would not erect on them any building to be occupied in any manner that would be a nuisance to the vicinity of the premises. The declaration then proceeded to aver that the defendant had not erected a brick dwelling-house, but had permitted a bake-house to be erected on the premises, and suffered it to be occupied in a manner that was a nuisance to the vicinity of the premises. There was no allegation of special damage, but the declaration concluded generally, to the damage of the plaintiff $6,000. On the trial the plaintiff's counsel offered to prove actual damage sustained by him in the depreciation of the value of premises owned by him, adjacent to the lot in question, occasioned by the erection of the bake-house. But the evidence was excluded on the ground of the want of any allegation of special damage in the declaration; and the judge who tried the cause held that the plaintiff could only recover nominal damages. By consent, a nonsuit was ordered, and on motion to set this aside the Supreme Court held the decision right. "Suppose," said Cady, J., "the bake-house has been so occupied as that it has been a nuisance. How has it damnified the plaintiff? The declaration does not show that he has been annoyed by the heat and smoke

[45] Squier *v.* Gould, 14 Wend. 159, 160.

issuing from the bake-house, or that he has any property which has been lessened in value by the bake-house." [46] **

In the following cases the damages are special, and must be alleged: For loss of rents in actions for injury to real estate.[47] So, in an action for throwing water back upon the plaintiff's mill.[48] So, also, in an action for polluting the water of a stream; [49] so for profits of a mill lost by the obstruction of a water-course,[50] and for damage to plaintiff's house from smoke and sparks, and damage to plastering and paper, and the damages for the additional care required for children, in an action for laying a railroad along a street in front of the plaintiff's house.[51] For nuisance in maintaining stagnant water no recovery can be had for sickness or death of a child unless specially alleged; [52] and for trespass in throwing down fences no recovery is allowed, without special allegation, for loss of crops by the entry of cattle.[53] On the other hand, no allegation is required, in an action of trespass *quare clausum*, to recover damage to a fence, by breaking which the defendant entered the land.[54] And the damage from the stoppage of the plaintiff's mill is an injurious consequence, for which he may recover in an action of trespass for the destruction of his milldam, without specially averring it in the declaration.[55] So in proceedings to recover compensation for land taken by eminent domain, damages to the land not taken are not special damages in the sense that they must be specially pleaded in order to be proved.[56]

§ 1266. For breach of contract.

No allegation of special damage is necessary for loss of profit

[46] Bogert *v.* Burkhalter, 2 Barb. 525.

[47] Adams *v.* Barry, 10 Gray, 361; Parker *v.* Lowell, 11 Gray, 353.

[48] Plimpton *v.* Gardiner, 64 Me. 360.

[49] Potter *v.* Froment, 47 Cal. 165. In this case it was also held that the cost of boiling and skimming the water must also be specially alleged in order to be proved; but in Jutte *v.* Hughes, 67 N.Y. 267, where the plaintiff's premises were injured by the defendant's failure to keep his privies and drains in repair, it was held that loss of rent need not be alleged as special damage.

[50] Taylor *v.* Dustin, 43 N. H. 493; Crawford *v.* Parsons, 63 N. H. 438.

[51] Spencer *v.* St. Paul & S. C. Ry., 21 Minn. 362.

[52] Gulf, C. & S. F. Ry. *v.* Craft (Tex. Civ. App.), 102 S. W. 170.

[53] Carron *v.* Clark, 14 Mont. 301, 36 Pac. 178.

[54] Clark *v.* Boardman, 42 Vt. 667, 1 Am. Rep. 359.

[55] Spigelmoyer *v.* Walter, 3 W. & S. 540.

[56] Yellowstone Park R. R. *v.* Bridger Coal Co., 34 Mont. 545, 87 Pac. 963.

which would have been the direct result of work done at the contract price, and which is prevented by the defendant's wrongful act.[57] So in an action of covenant for breach of contract in not building a house, in payment of which the plaintiff was to have conveyed certain premises, no statement of special damages is necessary to entitle the plaintiff to give evidence of the difference in value between the house and the premises which constitutes the measure of damages.[58] In an action for breach of contract to give a lease, damages for loss of business [59] and for the expense of removal [60] have been held recoverable without special allegation. But in an action for breach of contract to furnish doors, the plaintiff, a master builder, cannot recover damages on account of the idleness of his workmen, caused by not having the doors, without special allegation.[61] In an action for breach of promise of marriage, no allegation of special damage is necessary for loss of time and expenses incurred in preparation for marriage,[62] but an allegation is necessary for loss of health [63] and for seduction.[64]

Where damages beyond legal interest for non-payment of a note at maturity are allowed by law, as a penalty, they cannot be recovered unless specially averred.[65] Counsel fees in actions on attachment bonds must be claimed as special damages. It may be that no counsel were necessary, and none were employed.[66] So on injunction bonds.[67] No allegation is necessary to recover special damages for loss of sheep by disease communicated by other sheep warranted by the defendant; the plaintiff need not allege that the sheep so warranted were to be placed with the others.[68] But consequential damages from breach of warranty of a chain must, it has been held, be spe-

[57] *Michigan:* Burrell *v.* New York & S. S. S. Co., 14 Mich. 34.

Missouri: Hesse *v.* Imperial E. L. H. & P. Co. (Mo. App.), 140 S. W. 911.

[58] Laraway *v.* Perkins, 10 N. Y. 371.

[59] Ward *v.* Smith, 11 Price, 19.

[60] Driggs *v.* Dwight, 17 Wend. 71, 31 Am. Dec. 283.

[61] Myer *v.* Davies, 17 Ill. App. 228.

[62] Smith *v.* Sherman, 4 Cush. 408.

[63] Bedell *v.* Powell, 13 Barb. 183.

[64] *Indiana:* Cates *v.* McKinney, 48 Ind. 562, 17 Am. Rep. 768.

Wisconsin: Leavitt *v.* Cutler, 37 Wis. 46.

[65] Wilson *v.* Dean, 10 Ia. 432.

[66] Dothard *v.* Sheid, 69 Ala. 135.

[67] Washington *v.* Timberlake, 74 Ala. 259.

[68] Packard *v.* Slack, 32 Vt. 9, 76 Am. Dec. 148.

cially alleged,[69] as must consequential damages for failure to deliver goods sold.[70] And in general consequential damages for breach of a contract must be specially claimed.[71]

§ 1267. Against carriers.

In an action for injuries sustained by the plaintiff from the neglect of the defendant (a carrier of passengers by steamers) to furnish proper accommodations and supplies, it was held that, under an allegation of facts whereby the plaintiff was "subjected to great inconvenience and injury," proof might be introduced tending to prove the plaintiff's illness, and the negligence of the defendant causing such illness, this not being considered by the court to be special damage.[72] Where a carrier lost or damaged part of a suit of clothes, the depreciation of value of the remaining parts of the suit is general, not special, damage.[73] And where a valuable horse is injured, the fact that he was of superior value for breeding purposes need not be alleged, since it is general damage,[74] though loss of the earnings or use of the horse is special damage and must be alleged.[75]

§ 1268. For injury to personal property.

In the Queen's Bench, in an action on the case for an excessive distress, it was held, that no mention being made in the declaration of the *sale*, either for damage or by way of substantive complaint, the plaintiff could only recover damages in

[69] Sutherland *v.* Round, 57 Fed. 467, 6 C. C. A. 428.

[70] Brady *v.* Cassidy, 9 Misc. 107, 29 N. Y. Supp. 45.

[71] *Kentucky:* McDaniel *v.* Hutcherson, 136 Ky. 412, 124 S. W. 384 (contract to furnish plaintiff a home during life; expense of removal must be alleged).

Texas: Houston & T. C. R. R. *v.* Anderson, 44 Tex. Civ. App. 394, 98 S. W. 440 (injury to water tank by causing oil to run into it; consequential damage to land must be alleged).

Vermont: Ellis *v.* Durkee, 79 Vt. 341, 65 Atl. 94 (contract to pay for stock; assessment laid after breach and paid by plaintiff must be alleged).

Washington: Sudden *v.* Morse, 48 Wash. 101, 92 Pac. 901.

[72] Roberts *v.* Graham, 6 Wall. 578, 18 L. ed. 791.

[73] Cone *v.* Southern Ry., 85 S. C. 524, 67 S. E. 779.

[74] *Missouri:* Van Buskirk *v.* Quincy, O. & K. C. R. R., 131 Mo. App. 357, 111 S. W. 832.

Texas: Texas &. P. Ry. *v.* Newsome, 44 Tex. Civ. App. 513, 98 S. W. 646.

[75] Van Buskirk *v.* Quincy, O. & K. C. R. R., 131 Mo. App. 357, 111 S. W. 832.

respect to the detention of the property, and not for the sale.[76] But where in an action in the nature of a trespass for the wrongful seizure of goods, which was the gist of the action, although the form of the plaintiff's complaint was limited to certain heads of special damage which were not proved, but it appeared that the taking was wrongful, the plaintiff was held, by the judicial committee of the Privy Council, entitled not only to nominal damages, but to such substantial damage as the jury thought adequate.[77] In an action of trespass *de bonis asportatis*, a special allegation of damage has been required for the expense of recovering the property.[78] In actions of trover or replevin and of trespass for the destruction of property, all damages beyond the value of the property, if recoverable at all, must be specially alleged.[79] So for damages beyond the intrinsic value of a book destroyed by the defendant, on the ground that it contained a subscription list procured at large expense.[80] So in an action for the loss of an animal through negligence, of damages beyond its value, such as money properly expended in efforts to cure it.[81]

In Indiana, in an action of trespass for killing a mare, damages for nursing and feeding two colts she had been suckling, and for care and attention of the mare's wound, not having been alleged, were held not recoverable.[82] Where an action is brought for taking property from the owner's possession, no damages can be recovered, without special allegation, for an injury received by the owner in an attempt to defend his possession.[83] It has been held that damages for loss of use of

[76] Thompson *v.* Wood, 4 Q. B. 493.

[77] Doss *v.* Doss, 14 L. T. R. (N. S.) 646.

[78] *Illinois:* People *v.* Crowe, 145 Ill. App. 450.

Minnesota: Gray *v.* Bullard, 22 Minn. 278.

[79] *California:* Stevenson *v.* Smith, 28 Cal. 102, 87 Am. Dec. 107.

Michigan: Brink *v.* Freoff, 44 Mich. 69.

Mississippi: Burrage *v.* Melson, 48 Miss. 237.

Pennsylvania: Schofield *v.* Ferrers, 46 Pa. 438.

Vermont: Park *v.* McDaniels, 37 Vt. 594.

Canada: Domville *v.* Keevan, Stev. Dig. (N. B.) 434 (*semble; contra*, Firth *v.* Fitzgerald, Stev. Dig. 432).

But see *Maine:* Bucknam *v.* Nash, 3 Fairf. 474.

[80] Nunan *v.* San Francisco, 38 Cal. 689.

[81] Patten *v.* Libbey, 32 Me. 378.

[82] Teagarden *v.* Hetfield, 11 Ind. 522.

[83] Plumb *v.* Ives, 39 Conn. 120.

property detained may be recovered without special allegation;[84] but the contrary opinion has also been held.[85]

§ 1269. For loss of business.

For loss of business, in the sense of loss of time, no allegation is necessary; but for a loss caused to the plaintiff's particular business by the defendant's act a special allegation is required.[86] Upon a general allegation of loss of business the plaintiff cannot recover for the loss of a particular business venture or engagement.[87] Nor under such an allegation can a farmer recover damages for the loss of his hay crop.[88] So upon a general allegation of loss of market, the plaintiff cannot show the loss of a particular contract of sale.[89]

§ 1270. For personal injury.

No allegation is necessary in an action to recover for personal injury, of bodily pain,[90] nor, in some jurisdictions, of mental suffering.[91] In an action for seduction mental suffering is a basis for recovery without special allegation.[92] So in an action for personal injuries, proof of damages from the interruption of the plaintiff's occupation, and deprivation of his accustomed means of earning support, is inadmissible unless

[84] Woodruff *v.* Cook, 25 Barb. 505.

[85] *Illinois:* Adams *v.* Gardner, 78 Ill. 568.

Kentucky: Montgomery *v.* Glasscock, 121 S. W. 668.

[86] *Connecticut:* Taylor *v.* Monroe, 43 Conn. 36; Tomlinson *v.* Derby, 43 Conn. 562.

Illinois: Chicago *v.* O'Brennan, 65 Ill. 160.

[87] *Alabama:* Pollock *v.* Gantt, 69 Ala. 373.

Illinois: Chicago W. D. Ry. *v.* Klauber, 9 Ill. App. 613.

[88] Heiser *v.* Loomis, 47 Mich. 16.

[89] Rowe *v.* Titus, 1 All. (N. B.) 326.

[90] *Nebraska:* Fink *v.* Busch, 83 Neb. 599, 120 N. W. 167.

New York: Curtis *v.* Rochester & S. R. R., 18 N. Y. 534, 75 Am. Dec. 258; Swarthout *v.* New Jersey S. B. Co., 46 Barb. 222; Klein *v.* Burleson, 138 App. Div. 405, 122 N. Y. Supp. 752.

[91] *Georgia:* Central R. R. & B. Co. *v.* Lanier, 83 Ga. 587, 10 S. E. 279.

Indiana: Wright *v.* Compton, 53 Ind. 337.

Iowa: Gronan *v.* Kukkuck, 59 Ia. 18.

Missouri: Brown *v.* Hannibal & S. J. Ry., 99 Mo. 310.

Nebraska: Fink *v.* Busch, 83 Neb. 599, 120 N. W. 167.

New York: Caldwell *v.* Central Park, N. & E. R. R., 7 Misc. 67, 27 N. Y. Supp. 397.

Virginia: Norfolk & W. Ry. *v.* Spears, 110 Va. 110, 65 S. E. 482.

Contra, Oregon: Adcock *v.* Oregon R. & N. Co., 45 Ore. 173, 77 Pac. 78.

[92] Phillips *v.* Hoyle, 4 Gray, 568, 64 Am. Dec. 95.

such damages are specially alleged.[93] In Tomlinson *v.* Derby [94] the plaintiff was injured through a defect in the highway. The complaint alleged that the plaintiff was thereby "prevented from attending to his ordinary business." It was held, that he could not show that he was earning $100 a month in carting and sawing timber. Loomis, J., said:

"Special damage is that which the law does not necessarily imply that the plaintiff has sustained from the act complained of. . . . It would seem, however, that when the consequences of an injury are peculiar to the circumstances and condition of the injured party, the law could not imply the damage simply from the act causing the injury. If it be true that the law implies a loss of time from the act complained of, it does not seem quite fair and just, when the sole object of the rule that requires special damage to be averred is to advise the defendant of the claim, to carry the implication so far as to imply also all the special consequences of such loss of time, when such consequences must depend on the peculiar circumstances of the plaintiff at the time of and previous to the injury, as that he was actually engaged in some special business which was at the time yielding a pecuniary profit."

[93] *Alabama:* Irby *v.* Wilde, 150 Ala. 402, 43 So. 574.

Connecticut: Morris *v.* Winchester R. A. Co., 73 Conn. 680, 49 Atl. 180; Farrington *v.* Cheponis, 82 Conn. 258, 73 Atl. 139.

Indiana: Pittsburgh, C., C. & S. L. Ry. *v.* Lynch, 43 Ind. App. 177, 87 N. E. 40.

Kentucky: Louisville & N. R. R. *v.* Reynolds, 24 Ky. L. Rep. 1402, 71 S. W. 516; Central Ky. Tract. Co. *v.* Chapman, 130 Ky. 342, 113 S. W. 438; Lexington Ry. *v.* Britton, 130 Ky. 676, 114 S. W. 295; Cincinnati, N. O. & T. P. Ry. *v.* Silvers, 126 S. W. 120.

Massachusetts: Baldwin *v.* Western R. R., 4 Gray, 333.

Missouri: Keen *v.* St. Louis, I. M. & S. R. R., 129 Mo. App. 301, 108 S. W. 1125; Fleddermann *v.* St. Louis Transit Co., 134 Mo. App. 199, 113 S. W. 1143; Moellman *v.* Gieze-Henselmeier Lumber Co., 134 Mo. App. 485, 114 S. W. 1023; Hitchings *v.* Maryville, 134 Mo. App. 712, 115 S. W. 473; Ingles *v.* Metropolitan St. Ry. (Mo. App.), 129 S. W. 493; Snickles *v.* St. Joseph, 155 Mo. App. 308, 136 S. W. 752.

New York: Hart *v.* Metropolitan St. Ry., 121 App. Div. 732, 106 N. Y. Supp. 494.

Texas: Texas & P. Ry. *v.* Buckalew (Tex. Civ. App.), 34 S. W. 165; Ft. Worth & D. C. Ry. *v.* Morrison (Tex. Civ. App.), 129 S. W. 1157 (but see El Paso S. W. R. R. *v.* Barrett, 46 Tex. Civ. App. 14, 101 S. W. 1025, 121 S. W. 570).

Contra, New York: Bloom *v.* Manhattan El. Ry., 17 N. Y. Supp. 812 (except in case of married woman).

England: Potter *v.* Metropolitan Ry., 28 L. T. Rep. 735.

[94] 43 Conn. 562.

In Taylor *v.* Monroe,[95] under a similar allegation, it was held, that the plaintiff could not show that she was employed as a button-maker, and what wages she earned. Loomis, J., said: "As the business is not stated, nor any earnings or loss of earnings mentioned, the allegation referred to can only be construed as intended to characterize the injury, and indicate its extent and permanence in a general way, which amounts simply to a claim for general damages, and lays no foundation at all for proof of special damages. The evidence referred to was not intended simply to show the effect and extent of the injury, but to enhance the damages, by showing the loss of earnings in a special employment, requiring some special skill and training. These damages, therefore, were not the necessary result of the acts set out in the declaration, and could not be implied by law; but they were special damages, which, in order to prevent a surprise upon the defendant, must be particularly specified in the declaration, or the plaintiff will not be permitted to give evidence of them at the trial."

In an action by an unmarried woman against a carrier for personal injury from his negligence, her diminished chances of marriage must be specially alleged to entitle her to an enhancement of the damages on that ground.[96] In Missouri it has been held that no recovery can be had for medical expenses, in an action for assault and battery, unless specially alleged,[97] but on general principles this seems doubtful. In an action for false imprisonment, damages from the bad condition of the jail are special, and can only be proved when alleged.[98] So sickness caused by the imprisonment must be specially alleged.[99]

[95] 43 Conn. 36, 46.

[96] Hunter *v.* Stewart, 47 Me. 419.

[97] *Alabama:* Irby *v.* Wilde, 150 Ala. 402, 43 So. 574.

Indiana: Pittsburgh, C., C. & S. L. Ry. *v.* Lynch, 43 Ind. App. 177, 87 N. E. 40.

Kentucky: Lexington Ry. *v.* Britton, 130 Ky. 676, 114 S. W. 295.

Missouri: O'Leary *v.* Rowan, 31 Mo. 117; Fleddermann *v.* St. Louis Transit Co., 134 Mo. App. 199, 113 S. W. 1143.

Texas: Houston & T. C. R. R. *v.* Rowell, 92 Tex. 147, 46 S. W. 630; Houston, E. & W. T. Ry. *v.* Adams, 44 Tex. Civ. App. 288, 98 S. W. 222.

[98] Johnson *v.* Von Kettler, 84 Ill. 315.

[99] *Kansas:* Atchison, T. & S. F. R. R. *v.* Rice, 36 Kan. 593, 14 Pac. 229.

England: Lowden *v.* Goodrick, Peake's Cas. 46; Pettit *v.* Addington, Peake's Cas. 62.

Miscarriage as a result of a physical injury is special damages which must be pleaded,[100] and so is the postponement of a wedding.[101]

The particularity required in the allegation of such special damages varies in different jurisdictions. The limit of particularity appears to be reached in Texas, where not only is an exact description of the injury required,[102] but in the case of medical expenses, apparently, the amount and value of each physician's services and an itemized account of the medicines bought must be given.[103]

§ 1270a. Extent of allegation required.

Not only must special damages be alleged in order to be recovered, but the allegation must describe them with sufficient precision to give the defendant notice of the extent of the claim. It is impossible to reconcile all the decisions upon this point. In New York the following rules seem established: If the allegations as to the physical injury are very broad, setting up sickness, permanent injury, etc., the plaintiff may under them prove any special damage that has occurred, *e. g.*, an injury to his spine. If the defendant desires to guard against surprise, it is his business to move for a bill of particulars. But if the allegation point to a definite injury, *e. g.*, an injury to the arm, the plaintiff cannot prove some other injury, *e. g.*, deafness, merely because there are general allegations of severe injury and shock.[104] In accordance with these rules general

[100] Louisville & N. R. R. *v.* Roney, 32 Ky. L. Rep. 1326, 108 S. W. 343.

[101] Beath *v.* Rapid Ry., 119 Mich. 512, 78 N. W. 537.

[102] Suderman *v.* Woodruff, 47 Tex. Civ. App. 229, 105 S. W. 217.

[103] The Oriental *v.* Barclay, 16 Tex. Civ. App. 193, 41 S. W. 117; *acc.*, Louisville & N. R. R. *v.* Barnwell, 131 Ga. 791, 63 S. E. 501.

[104] Ehrgott *v.* Mayor, 96 N. Y. 264; Hergert *v.* Union Ry., 49 N. Y. Supp. 307, 25 App. Div. 218; Kleiner *v.* Third Ave. R. R., 55 N. Y. Supp. 394, 36 App. Div. 191; Bolte *v.* Third Ave. R. R., 56 N. Y. Supp. 1038, 38 App. Div. 234.

So in the following cases it was held that after a description of specific injuries an undescribed injury of the sort could not be recovered. Keefe *v.* Lee, 197 N. Y. 68, 90 N. E. 344 (allegation of kick on head, breaking skull and tearing scalp; cannot recover for deafness); Johnson *v.* Troy, 124 App. Div. 29, 108 N. Y. Supp. 917 (injured in back, head, and side, causing him to be made sick, sore and lame; cannot recover for supervening appendicitis); Long *v.* Fulton Contr. Co., 133 App. Div. 842, 117 N. Y. Supp. 1118 (skull crushed, necessitating removal of part of skull and brain, and great pain suffered; cannot show epilepsy, paraly-

allegations have been held to cover injuries not specifically mentioned.[105] On the other hand, where all the allegations

sis, and mental impairment); Keenan *v.* Metropolitan St. Ry., 118 App. Div. 56, 103 N. Y. Supp. 61 (husband suing for loss of wife's services alleged that she kept house for him; could not show that she assisted him in his duties as janitor).

On the other hand, in Frobisher *v.* Fifth Ave. Transp. Co., 81 Hun, 544, 30 N. Y. Supp. 1099, an allegation that plaintiff had become disabled for life so as to interfere with the active prosecution of his business permitted evidence of loss of business. But in Kinsella *v.* Riesenberg, 124 App. Div. 322, 108 N. Y. Supp. 876, an allegation of severe injuries to the back and side was held insufficient to allow proof of any injury of the sort.

[105] *United States:* Denver & R. G. Ry. *v.* Harris, 122 U. S. 597, 7 Sup. Ct. 1286, 30 L. R. A. 1146 (general allegation of physical injury, recover for impotency); New York Transp. Co. *v.* Garside, 157 Fed. 521, 85 C. C. A. 285 (plaintiff disabled, crippled and injured in her limbs; may show one leg shorter than the other, also that she was unable to sleep and lost in weight and appetite).

Colorado: Denver & R. G. R. R. *v.* Mitchell, 42 Colo. 43, 94 Pac. 289 (suffered great personal injuries; may show injury to lungs).

Iowa: Fox *v.* Chicago, S. P. & K. C. R. R., 86 Ia. 368, 53 N. W. 259 (suffered great expense; may show that a mattress, quilt and springs were injured by applications of medicine to plaintiff's foot).

Kansas: Cudahy Packing Co. *v.* Broadbent, 70 Kan. 535, 79 Pac. 126 (leg broken and great pain suffered; may show that eight days after the leg was set it was necessary to break and reset it, causing great pain).

Kentucky: Cincinnati, N. O. & T. P. Ry. *v.* Halcomb, 105 S. W. 968, 32 Ky. L. Rep. 381 (long confined to bed and unable to teach school; may recover for impaired ability to earn money); Cumberland T. & T. Co. *v.* Overfield, 127 Ky. 548, 106 S. W. 242 (permanent disability; may show permanent reduction in power to earn money).

Michigan: Beath *v.* Rapid Ry., 119 Mich. 512, 78 N. W. 537 (mental suffering, may recover for mortification of being obliged to use crutch and cane); Groat *v.* United Ry., 153 Mich. 165, 116 N. W. 1081 (greatly injured and bruised internally, and permanently injured; may show permanent injury to uterus).

Missouri: Van Cleve *v.* St. Louis, M. & S. E. R. R., 124 Mo. App. 224, 101 S. W. 632 (chest bruised and crushed, and permanent injury; may show pulmonary tuberculosis); Hitchings *v.* Maryville, 134 Mo. App. 712, 115 S. W. 473 (is and will be incapacitated from earning livelihood; recover for lost earnings from date of injury).

Texas: Rea *v.* St. Louis S. W. Ry. (Tex. Civ. App.), 73 S. W. 555 (injury to lungs; may recover for increased susceptibility to lung disease); San Antonio & A. P. Ry. *v.* Beam (Tex. Civ. App.), 50 S. W. 411 (injury incapacitated plaintiff from making a living; may recover for diminished capacity to labor); San Antonio & A. P. Ry. *v.* Corley (Tex. Civ. App.), 26 S. W. 903 (mental agony; recover for peril and fright); Triolo *v.* Foster (Tex. Civ. App.), 57 S. W. 698 (suffered great pain; recover for mental pain); St. Louis S. W. Ry. *v.* Garber (Tex. Civ. App.), 111 S. W. 227 (permanent incapacity; recover for diminished earning capacity); Ft. Worth & D. C. Ry. *v.* Morrison (Tex. Civ. App.), 123 S. W. 621 (internal injuries; may recover for injury to blad-

of special damages are of specific injuries, it is usually held that there can be no recovery for injuries not described,[106] though recovery has been allowed in some cases.[107]

§ 1271. For other torts.

In Alabama, it has been held, that in an action brought by a firm for a malicious prosecution, proof of special damage arising from loss of reputation, credit, or business, cannot be given

der); Missouri, K. & T. Ry. *v.* Brown (Tex. Civ. App.), 140 S. W. 1172 (permanent injury, capacity to earn probably destroyed; may recover for loss of time).

Washington: Clukey *v.* Seattle El. Co., 27 Wash. 70, 67 Pac. 379 (hurt about the abdomen, and unnatural internal bleeding; may recover for miscarriage).

See, however, several cases cited in the following note.

[106] *Kentucky:* Louisville Ry. *v.* Gaugh, 133 Ky. 467, 118 S. W. 276 (injury to head alleged; cannot show resulting deafness).

Michigan: Fuller *v.* Jackson, 92 Mich. 197, 52 N. W. 1075 (injury to spine, and otherwise bruised, wounded, and injured; cannot show injury to breast); Hall *v.* Cadillac, 114 Mich. 99, 72 N. W. 33 (knee wrenched, greatly bruised and injured, became sick, sore, lame, and disabled, suffered great pain and distress; cannot show resulting rheumatism).

Montana: Gordon *v.* Northern Pac. Ry., 39 Mont. 571, 104 Pac. 679 (right eye cut and destroyed, suffered excruciating pain; cannot show impairment of sight of left eye).

Texas: Missouri, K. & T. Ry. *v.* Cook, 8 Tex. Civ. App. 376, 27 S. W. 769 (wounded, skinned and bruised, and greatly shocked and injured in head, chest, lungs, back, spine, and limbs, and sustained serious external and internal injuries; cannot recover for impairment of genital and urinary organs); Campbell *v.* Cook, 86 Tex. 632, 26 S. W. 486, reversing 24 S. W. 977 (tearing flesh, bruising, wounding and injuring back, bowels, hips, legs and other parts and members of body; cannot recover for impairment of capacity to have sexual intercourse).

Utah: Pugmire *v.* Oregon S. L. R. R., 33 Utah, 27, 92 Pac. 762 (blow on head, back sprained, arms bruised and sprained, right limb injured, and internal injuries; cannot recover for injury to eyes).

Washington: Horton *v.* Seattle, 53 Wash. 316, 101 Pac. 1091 (hip dislocated, leg paralyzed, abdomen bruised, shock to nervous system, physical health greatly impaired; cannot show excessive menstruation).

[107] *United States:* Katahdin P. & P. Co. *v.* Peltomaa, 156 Fed. 342, 84 C. C. A. 238 (injured on head and shoulders, left arm broken, injured in arms, legs, and sides, suffered great pain in body and mind; may recover for resulting nervous disturbances and other internal injuries).

Michigan: Montgomery *v.* Lansing C. E. Ry., 103 Mich. 46, 61 N. W. 543 (plaintiff seriously hurt, wounded and crippled, and back and spine seriously injured; may show injury to lung and resulting consumption).

Texas: Missouri, K. & T. Ry. *v.* Edling, 18 Tex. Civ. App. 171, 45 S. W. 406 (wound on side, two ribs fractured, internal injuries to lungs, chest and heart; may show injury to kidney).

unless it is specially averred in the declaration.[108] And the principle has been recognized in South Carolina [109] and Pennsylvania.[110] For slander of the plaintiff in either a public or private official capacity no allegation of special damage is necessary; [111] but special damage must be alleged for injury to an author from the disparagement of a copyrighted work.[112] In an action for slander for words spoken of the plaintiff in his trade or business, with a general allegation of loss of business, it is competent for the plaintiff to prove, and the jury to assess, damages for a general loss or decrease of trade, although the declaration alleges loss of particular customers as special damage, which is not proved; [113] and where language is libellous *per se*, and is calculated to affect the credit and reputation, damages may be recovered for injury to credit and reputation without special allegation.[114] Only nominal damages can be recovered against a sheriff for not executing a deed on a partition sale, unless special damages are alleged.[115] An allegation is necessary for recovery of the expenses occasioned by the fraudulent imitation of trade-marks.[116]

In an action for wrongful levy on exempt property, the expense of legal proceedings to assert the exemption and of hauling the goods back to the plaintiff's house cannot be recovered without special allegation.[117] In an action for wrongfully allowing defendant's bucks to mingle with plaintiff's ewes, no damages can be recovered, without special allegation, for the expense of men to care for the ewes and sheds to protect them.[118] In an action for alienating the affections of a husband, mental suffering may be recovered without special allegation.[119]

[108] Donnell *v.* Jones, 13 Ala. 490, 48 Am. Dec. 59.

[109] Rowand *v.* Bellinger, 3 Strobh. 373.

[110] Stanfield *v.* Phillips, 78 Pa. 73.

[111] Foulger *v.* Newcomb, L. R. 2 Ex. 327.

[112] Swan *v.* Tappan, 5 Cush. 104.

[113] Evans *v.* Harries, 1 H. & N. 251.

[114] Warner Instrument Co. *v.* Ingersoll, 157 Fed. 311.

[115] Lusk *v.* Briscoe, 65 Mo. 555.

[116] Dixon *v.* Fawcus, 3 L. T. R. (N. S.) 693.

[117] Boggan *v.* Bennett, 102 Ala. 400, 14 So. 742.

[118] McKinney *v.* Carson, 35 Utah, 180, 99 Pac. 660.

[119] *Kansas:* Nevins *v.* Nevins, 68 Kan. 410, 75 Pac. 492.

Kentucky: Klein *v.* Klein, 101 S. W. 382, 31 Ky. L. Rep. 28.

§ 1271a. Answers.

Great variety of practice prevails as to the necessity of setting up in a plea or answer matters in mitigation or reduction of damages. In the common-law system of pleading no matter of mitigation needed pleading, but the damages might be decreased by evidence introduced under the general issue, and under modern systems of pleading this is still true in general; [120] for allegations of damage are not issuable, and the plea should state only facts which if true would bar recovery. But under modern codes of procedure notice of matters of mitigation must in some cases be given in the answer, and it is sometimes held in jurisdictions having a code of procedure that matters in mitigation generally must be pleaded by the defendant.[121]

II.—Practice

§ 1272. Damages upon demurrer overruled.

When upon a demurrer judgment is given for the plaintiff, damages are to be assessed upon testimony; as has been seen, the amount of damages claimed is not to be allowed without proof. The defendant has a right to be heard on the question of damages,[122] and may reduce them to a nominal amount.[123]

* Where there is a demurrer to evidence and a joinder, the court may have the damages assessed by the jury conditionally, or they may discharge the jury, leaving the damages to be assessed by another jury, should the demurrer be overruled.[124] ** If a demurrer to a declaration in a suit by drawer

[120] *Georgia:* McPherson *v.* Chandler, 72 S. E. 948.

Indiana: Blizzard *v.* Applegate, 61 Ind. 368 (except by statute, in defamation).

Michigan: Osborn *v.* Lovell, 36 Mich. 246.

Missouri: Beck *v.* Dowell, 40 Mo. App. 71 (except by statute, in defamation).

Vermont: Collins *v.* Perkins, 31 Vt. 624.

[121] *Kentucky:* Cincinnati, N. O. & T. P. Ry. *v.* Crabtree, 100 S. W. 318, 30 Ky. L. Rep. 1000.

Missouri: State *v.* Dickmann (Mo. App.), 124 S. W. 29 (in defamation).

New York: Bradner *v.* Faulkner, 93 N. Y. 515.

See *Georgia:* Atlantic C. L. R. R. *v.* Powell, 127 Ga. 805, 56 S. E. 1006, 9 L. R. A. (N. S.) 769.

[122] Hanley *v.* Sutherland, 74 Me. 212.

[123] Crogan *v.* Schiele, 53 Conn. 186, 55 Am. Rep. 88.

[124] *Florida:* Hanover F. I. Co. *v.* Lewis, 23 Fla. 193.

Indiana: Andrews *v.* Hammond, 8 Blackf. 540.

See Bull. N. P. 314, 2 Tidd's Pr. 786.

against acceptor be overruled, the court may, in Indiana, assess the damages so far as the amount due on the bill is concerned; but as to the costs of the protest, if chargeable at all, there must be a jury.[125] So upon any undisputed document the court may assess damages without a jury;[126] but where a doubtful question of fact is involved, like interest on a foreign judgment, a jury must be called in.[127] On a *venire tam quam*, to try an issue as to one count, and assess contingent damages on demurrer to others, if the plaintiff be nonsuited as to the issue, he cannot proceed to assess contingent damages on the counts demurred to.[128] When a declaration in assumpsit contains a common count, after judgment for the plaintiff on demurrer, a writ of inquiry should be awarded to ascertain the damages.[129] In Connecticut, however, it is said that "an inquest is merely to inform the conscience of the court," and may therefore be dispensed with; and the practice in that State, when a demurrer by the defendant is overruled, is for the court to assess damages in all cases.[130] In Maine the plaintiff has the option of demanding a jury.[131] In Illinois the court may assess damages without a jury.[132]

§ 1273. Upon plea in abatement.

Where issue on a plea in abatement is found for the plaintiff, the judgment against the defendant is final, and the same jury should assess the damages. If they fail, however, to do so, under the practice in Kentucky, a jury to inquire of damages may be called, instead of ordering a *venire de novo*.[133]

§ 1274. Upon plea to the damage.

* There has been much discussion how far a plea can be put in to the damage only; and the reasonable rule appears to be

[125] Phipps *v.* Addison, 7 Blackf. 375. In the same State, in debt on a sheriff's bond upon the execution of a writ of inquiry, after a demurrer to the replication, assigning breaches has been overruled, the *quantum* of the relator's damages is the only subject of inquiry. Clark *v.* The State, 7 Blackf. 570.

[126] Harrington *v.* Witherow, 2 Blackf. 37.

[127] Evans *v.* Irvin, 1 Port. 390.

[128] Packard *v.* Hill, 7 Cow. 434.

[129] Stanton *v.* Henderson, 1 Ind. 69.

[130] Havens *v.* Hartford & N. H. R. R. 28 Conn. 69, 91.

[131] Hanley *v.* Sutherland, 74 Me. 212.

[132] Hopkins *v.* Ladd, 35 Ill. 178.

[133] Weathers *v.* Mudd, 12 B. Mon. 112.

that such a plea is bad, unless the damage is so essentially the cause of action that without it the suit could not be maintained.[134] ** So where the defendant rightfully entered the plaintiff's close, but did unnecessary damage in carrying away goods, damage being the cause of action, it was held that a plea denying unnecessary damage was an issuable allegation.[135] But where a complaint alleged the monthly rental value of premises to be $125, and the answer denied that the value was more than $75, it was held that no judgment could issue without a finding of the value.[136]

§ 1275. Upon default.

A judgment by default is an admission of the plaintiff's right to recover damages, but not as to the amount of damages; and upon a writ of inquiry, the defendant has a right to cross-examine the plaintiff's witnesses,[137] and the plaintiff has the right to open and close.[138] The plaintiff, on default, must prove his damages, or he can recover nominal damages only.[139] So where, in an action for trespass, the plaintiff took judgment by default, but gave no evidence of circumstances of aggravation, it was held that although these were alleged in the pleadings, they were not admitted by the default, and exemplary damages could not be given.[140] So in an action for injury to property through negligence, it was held that, upon an assessment of damages after default, the defendant could reduce the amount to nominal damages by showing that there was no

[134] *New Jersey:* Hopple *v.* Higbee, 23 N. J. L. 342.

New York: Saltus *v.* Kip, 2 Abb. Pr. 382.

England: Robinson *v.* Marchant, 7 Q. B. 918; Wilby *v.* Elston, 8 C. B. 142; Reindel *v.* Schell, 4 Jur. (N. S.) 310, 27 L. J. (C. P.) 146.

[135] Carpenter *v.* Barber, 44 Vt. 441.

[136] Chuck *v.* Quan Wo Chong (Cal.), 28 Pac. 45.

[137] *Arkansas:* Thompson *v.* Haislip, 14 Ark. 220; Mizell *v.* McDonald, 25 Ark. 38.

Florida: Russ *v.* Gilbert, 19 Fla. 54, 45 Am. Rep. 1.

Illinois: Chicago & R. I. R. R. *v.* Ward, 16 Ill. 522.

[138] Wausau Boom Co. *v.* Dunbar, 75 Wis. 133, 43 N. W. 739.

[139] *Kentucky:* Daniel *v.* Judy, 14 B. Mon. 393.

New Hampshire: Willson *v.* Willson, 25 N. H. 229, 57 Am. Dec. 320.

New York: Connoss *v.* Meir, 2 E. D. Smith, 314; Hackett *v.* Richards, 3 E. D. Smith, 13.

North Carolina: McLeod *v.* Nimocks, 122 N. C. 437, 29 S. E. 577.

[140] Chicago & I. R. R. *v.* Baker, 73 Ill. 316.

negligence on his part.[141] But the jury cannot, after a default, find for the defendant;[142] they must find at least one mill as damages.[143] The court may, as in case of demurrer overruled, assess damages where the amount is certain; but the value of foreign money must be found by a jury,[144] and so in any case where questions of fact are involved.[145]

§ 1276. Entire or several damages—Joinder of good and bad counts.

* We have already said, that an important question may arise as to the assessment of entire or several damages. The jury may assess entire or distinct damages on each of the counts, when separate injuries have been proved. If distinct damages be assessed, judgment may be given on either of the counts; but if the jury find entire damages on all the counts, the judgment must be entire; and in this case, if one of the counts be insufficient, judgment will be arrested, or a writ of error be sustainable.[146] This may be where a good count is joined to a bad count; or where a bad assignment of breaches is joined with good; or where counts, though good in themselves, are improperly joined; or where a single count contains good and bad causes of action; and in those cases, if general damages be assessed, the practice has been different. If the verdict can be amended or applied to the good counts, this in some

[141] Batchelder *v.* Bartholomew, 44 Conn. 494.

[142] Ellis *v.* State, 2 Ind. 262.

[143] Frazier *v.* Lomax, 1 D. C. (1 Cr. C. C.) 328. In Lower Canada it seems that the court always assesses damages upon default. Vadeboncœur *v.* Mason, 5 Rev. Leg. 238.

[144] Maunsell *v.* Massareene, 5 T. R. 87.

[145] Maund *v.* Loeb, 87 Ala. 374.

[146] Chitty on Pleading, vol. i, p. 447; Hambleton *v.* Veere, 2 Saunders, 169; Eddowes *v.* Hopkins, 1 Doug. 376; Grant *v.* Astle, 2 Doug. 722. In this case Lord Mansfield, while he maintained the doctrine, declared the rule "inconvenient, ill-founded, and absurd," and called attention to the fact, that it did not apply to criminal prosecutions. But in O'Connell *v.* Reginam, 9 Jurist, 25, the same principle was applied to an indictment for conspiracy. See, also, Cheetham *v.* Tillotson, 5 Johns. 430. The rule in civil actions has been affirmed in England. Eliot *v.* Allen, 1 C. B. 18. Where a breach gives no data to regulate the assessment of damages, though it negative the words of the condition of the bond, it is not well assigned. People *v.* Russell, 4 Wend. 570. But if so assigned that the plaintiff would be entitled to nominal damages only, it is not enough. Albany Dutch Church *v.* Vedder, 14 Wend. 165; Backus *v.* Richardson, 5 Johns. 476.

cases will be done.[147] And it has been said, in England, to be a settled rule that, "if the same count contains two demands or complaints, for one of which the action lies, and not for the other, all the damages shall be referred to the good cause of action, although it would be otherwise if they were in separate counts." [148]

§ 1277. Judgment when arrested.

But if the verdict cannot be awarded or applied to the good counts, then the question is, whether the cause should be tried again, or the judgment entirely arrested. In some cases the judgment has been arrested; [149] and this still seems the practice in England, where counts, good in themselves, were improperly joined, which is in truth a misjoinder of causes of action; [150] but where good counts are joined with bad, the rule now seems to be that a new trial will be awarded.[151] Such seems the well-settled system in England; but in some parts of our Union, a more rational rule has been adopted. In Connecticut, the Supreme Court has said, that "if there be good and bad counts, or good and bad matter in the same count, the presumption, in our courts, is, that damages are given on the good parts." [152] So, in Ohio, if the declaration contains a good count among defective counts, the court on error will intend that the verdict was well taken on the good count, unless the record shows that it was rendered upon those that were defective.[153] Mr. Sergeant Williams, in his valuable notes to Saunders' Reports,[154] after collecting a great number of cases on this subject, observes that the result of them all appears to be, that where it is ex-

[147] Chitty on Pleadings, 448.

[148] Doe *d.* Lawrie *v.* Dyeball, 8 B. & C. 70; Kitchenman *v.* Skeel, 3 Ex. 49.

[149] Com. Dig. Damages, E. 5; Corner *v.* Shew, 4 M. & W. 163. Where the plaintiff declares upon a contract consisting of several parts, and assigns, among other breaches, one which from his own showing, could not have taken place before the action was brought, the court cannot intend that the damages, if assessed generally, were given only for that matter in the count which was actionable, and therefore will reverse the judgment. Gordon *v.* Kennedy, 2 Binn. 287; Lewis *v.* Witham, 2 Strange, 1185.

[150] Johnson *v.* Mullin, 12 Ohio, 10; Chisom *v.* School District, 19 Ohio, 289.

[151] Kitchenman *v.* Skeel, 3 Ex. 49.

[152] Graves *v.* Waller, 19 Conn. 90; *acc.*, Leach *v.* Thomas, 2 M. & W. 427; Emblin *v.* Dartnell, 12 M. & W. 830.

[153] Hopkins *v.* Beedle, 1 Caines, 347; Lyle *v.* Clason, 1 Caines, 581.

[154] Note to Hambleton *v.* Veere, 2 Saund. 169, 171.

pressly and positively averred in the declaration that the plaintiff has sustained damages for a cause arising subsequent to the commencement of his suit, or previous to his having any right of action, and the jury gives entire damages, the judgment will be arrested. But when the cause of action is properly laid, and the other matter comes in either under a *scilicet*, or is void, insensible, or impossible, and it therefore cannot be intended that the jury ever had it under their consideration, the plaintiff will be entitled to judgment.[155] The better mode, of course, where any difficulty of this kind is apprehended, is to assess the damages severally on each count. In such case the judgment will be arrested only on the count that is bad.[156]

§ 1278. Count bad in part.

So, part of a count may be bad; and in such a case,[157] in an action of covenant for quiet enjoyment, the plaintiff had averred by way of special damages, after setting out an eviction, that he had lost divers large sums of money expended on and about improving the premises; it was insisted that, as part of the special damage did not fall within the covenant, and the jury had assessed general damages, the whole was erroneous. But Abbott, C. J., intimated that, the whole declaration consisting of one count, *after verdict* it was to be presumed that the judge, at the trial, directed the jury to confine their attention to that part of the special damage only which was relevant to the covenant broken. So, in New York, it has been held that where a count contains two separate and distinct allegations of damages, one actionable and the other not, no motion in arrest of judgment will be sustained; for the court will intend, after verdict, that the damages were only given for the actionable part of the declaration.[158] ** So, in slander, if the words

[155] Steele *v.* Western Inland L. N. Co., 2 Johns. 286.

[156] Hayter *v.* Moat, 2 M. & W. 56. In the case of Gregory *v.* The Duke of Brunswick, 7 Scott's N. R. 972, the jury having found a general verdict for the defendants, the court refused to award a *venire de novo* on the ground that they had not assessed damages on the issue at law.

[157] Campbell *v.* Lewis, 3 B. & Ald. 392.

[158] Steele *v.* Western I. L. N. Co., 2 Johns. 286; Osborn's Case, 10 Coke, 130; Lloyd *v.* Morris, Willes R. 443; 5 Bac. Abr. 249. This rule was also followed by the New York Supreme Court. Edwards *v.* Reynolds, Hill & D. Supp. 53. But in the New York Superior Court it has been held, that

are all spoken at one time and all embraced in one count, and among them are any that will maintain the action, a verdict for the plaintiff will be good, since it will be intended that the damages are for the actionable words only, and that the others were alleged for aggravation. But if the action be for different words spoken at different times, and will lie for the one, but not for the other, a general verdict for entire damages will not be good.[159]

§ 1279. Joint torts.

*In regard to the verdict, the question of severance is important in another point of view. Where several persons are jointly charged in an action of tort, as of assault, battery, and false imprisonment, and they either plead jointly, or sever in their pleas, or one suffers judgment to go by default, if the jury assesses several damages, the verdict is wrong, and the judgment will be erroneous,[160] for the trespass being jointly charged, and the jury finding them jointly guilty, the damages cannot be separated, and consequently the verdict should be for the amount which the most culpable ought to pay.** In many cases of joint trespass and several damages given, the plaintiff is permitted to enter one joint judgment against all, assuming the largest sum assessed against any one as the damages against all, *de melioribus damnis*.[161] So where a joint tort had been committed, and the referee found that the plaintiffs had

where damages have been assessed by the jury in one sum upon two items of claim, on one of which plaintiff was entitled to recover, while on the other he was not, and they cannot be severed and apportioned by the appellate court, there must be a new trial, unless the plaintiff will remit the damages entirely. Sherry *v.* Freeking, 4 Duer, 452.

[159] Empson *v.* Griffin, 11 A. & E. 186.

[160] *Connecticut:* Bostwick *v.* Lewis, 1 Day, 33.

Illinois: Yeazel *v.* Alexander, 58 Ill. 254.

Massachusetts: Kennebeck Purchase *v.* Boulton, 4 Mass. 419; Halsey *v.* Woodruff, 9 Pick. 555.

New York: Bohun *v.* Taylor, 6 Cow. 313; Beal *v.* Finch, 11 N. Y. 128.

Pennsylvania: Wakely *v.* Hart, 6 Binn. 316, 319.

Virginia: Crawford *v.* Morris, 5 Gratt. 90.

England: Salmon *v.* Smith, 1 Saunders, 207, note 2; Hill *v.* Goodchild, 5 Burr. 2790; Mitchell *v.* Milbank, 6 T. R. 199; Brown *v.* Allen, 4 Esp. 158.

In *Tennessee* it was held that the plaintiff could have several judgments against joint trespassers, but only one satisfaction. Brison *v.* Dougherty, 3 Baxter, 93.

[161] Halsey *v.* Woodruff, 9 Pick. 555; Fuller *v.* Chamberlain, 11 Met. 503.

been damaged by one of the defendants to the amount of $600, and by the other to the amount of $150, it was held by the Superior Court of New York that the judgment was rightly entered against both in the larger amount.[162] Or the error may be cured by entering a *nolle prosequi* against one, and taking judgment against the other.[163]

§ 1280. Several torts by different defendants in the same suit.

* But, on the other hand, if the charge is several, the rule is the reverse. So, in an action against divers persons found guilty of several takings or offences, damages ought to be assessed against them severally; as in trespass for battery and goods, if one be found guilty for the battery, and the other for the goods taken.

So, if against three defendants, one demurs, another makes *default*, and a third *joins* issue; on the trial several damages shall be assessed against those who demur and make default.[164] **

§ 1281. Award of arbitrators.

* It has been held in England, that where a verdict is taken at Nisi Prius, subject to the award of an arbitrator, to whom all matters in difference are referred, he cannot award a greater sum than that for which the verdict was taken. But this does not apply to the action of debt.[165] **

[162] *Alabama:* Hair *v.* Little, 28 Ala. 236.

Arkansas: Clark *v.* Bales, 15 Ark. 452.

Mississippi: Bell *v.* Morrison, 27 Miss. 68.

New York: O'Shea *v.* Kirker, 4 Bosw. 120.

But in Clissold *v.* Machell, 26 Up. Can. Q. B. 422, it was held that if judgment were entered against two defendants upon a verdict of this nature, it must be for the smaller amount.

[163] *District of Columbia:* Conner *v.* Cockerill, 4 D. C. (4 Cr. C. C.) 3.

Minnesota: Warren *v.* Westrup, 44 Minn. 237, 20 Am. St. Rep. 578, 46 N. W. 347.

Mississippi: Hardy *v.* Thomas, 23 Miss. 544, 57 Am. Dec. 152.

New York: Holley *v.* Mix, 3 Wend. 350, 20 Am. Dec. 702.

Canada: Clissold *v.* Machell, 26 Up. Can. Q. B. 422.

[164] Com. Dig. Damages, E. 5; Chapman *v.* House, 2 Str. 1140. In New York, in an action against several, if one pleads to issue and another suffers judgment by default, damages must be assessed against both at the same time, by the jury who try the issue. Van Schaick *v.* Trotter, 6 Cow. 599.

[165] Bonner *v.* Charlton, 5 East, 139; Annan *v.* Job, 10 Jurist, 1083.

§ 1282. Costs.

Costs are an incident to the judgment, and cannot be allowed by the jury as damages.[166] And although if a jury ask what amount of damages will carry costs, there is no reason why the judge should not tell them, as it is a part of the law,[167] yet their having given a verdict in ignorance that it will not carry costs, is no reason why it should be disturbed after it is recorded.[168] And it is said that a verdict, the amount of which is adjusted by a jury for the purpose of giving or withholding costs, cannot be sustained.[169] So where, in an action of trespass, the jury rendered a verdict in favor of the plaintiff for costs, it was held that such a verdict and the judgment thereon were nullities; that in legal effect this was a finding in favor of the defendant, and the law carried the costs in his favor against the plaintiff.[170]

§ 1283. Obsolete judgment of "damage clear."

* There was formerly, in England, a charge on the plaintiff's judgment called *damage clear*, which was a payment required to be made of twelve pence in the pound; but it seems to have been long since abolished; for, in an early case, it appears that the court thought it "hard that the plaintiffe should be estopt of his judgement till he had paid his damages cleere," and they resolved to amend it.[171] **

§ 1284. Form of verdict.

In an action to recover money, the jury should find for the plaintiff the amount of his debt as proved, and the damages separately; and the judgment should follow the verdict. Yet where the verdict and judgment give, in an aggregate sum as damages, the amount of the debt and legal interest thereon from the time when due until the time of the verdict, if the total amount found by the verdict for damages does not exceed the principal and interest due or the sum laid as damages in the declaration, such verdict will not be held invalid, but

[166] Shay *v.* Tuolumne Water Co., 6 Cal. 286.

[167] Steketee *v.* Kimm, 48 Mich. 322.

[168] Kilmore *v.* Abdoolah, 27 L. J. Ex. 307.

[169] Russell *v.* Weneweser, 2 Ir. R. C. L. 427, 431.

[170] Mangham *v.* Reed, 11 Ga. 137.

[171] Thorp's Case, March, 75.

will authorize and support a judgment for the sum in damages so found.[172] In South Carolina, where in debt on a bond, the jury, in finding for the plaintiff on the general issue, assess the damages (as, under the practice there, is proper), and allow the plaintiff only the principal sum due, but not the interest, to which he is entitled, his only remedy is by appeal. Judgment for the interest, *non obstante veredicto*, will not be allowed, nor can he collect it by marking it for collection on the *fi. fa.*[173]

§ 1285. Damages as affecting jurisdiction.

* An important question as to damages with reference to pleading is presented in the United States, in regard to the jurisdiction of those courts which are prohibited from taking cognizance of any cases, unless a certain pecuniary amount is *in controversy;* as in regard to the Circuit Courts, which do not usually exercise their jurisdiction over cases involving less than five hundred dollars; and the Supreme Court of the United States, the appellate jurisdiction of which, in like manner, commences at the sum of five (formerly two) thousand dollars. And it has been frequently decided "that the damages claimed in the writ and declaration are the sum in controversy." Even if the plaintiff recover less than five hundred dollars, it cannot affect the jurisdiction of the court if a greater sum be claimed in his writ.[174] But on application to remove a suit from the State court, it has been intimated that the amount in the declaration is not conclusive, and that the plaintiff's affidavit may be received to controvert it.[175]

On a writ of error, though the verdict in the Circuit Court was for less than two thousand dollars, but more than that sum was claimed in the declaration, if the plaintiff brought error, the Supreme Court had jurisdiction (before the limit was changed); for the judgment might be reversed, and the whole amount claimed recovered.[176] But this is not so if the writ of error is brought by the defendant.[177] In such case the amount in controversy is to be decided by the sum in controversy at

[172] Young *v.* Chandler, 13 B. Mon. 252.

[173] Gourdin *v.* Read, 10 Rich. L. 217.

[174] Gordon *v.* Longest, 16 Pet. 97, 101, 10 L. ed. 900.

[175] People *v.* Judges of N. Y. C. P., 2 Denio, 197.

[176] Gordon *v.* Ogden, 3 Pet. 33, 7 L. ed.

[177] Smith *v.* Honey, 3 Pet. 469, 7 L.

the time of the judgment, and not by any subsequent additions thereto, such as interest. The court cannot look beyond the time of the judgment, in order to ascertain whether a writ of error lies or not.[178]

And where the demand is not for money, and the nature of the action does not require the value of the thing demanded to be stated in the declaration, the recognized practice of the courts of the United States has been to allow the value to be given in evidence.[179] **

In the State courts, in actions of tort, the damages claimed usually determine the jurisdiction as to amount.[180] But under the Indiana Code, the damages laid in the conclusion of the complaint do not enlarge the claim of the plaintiff so as to defeat the jurisdiction of a court limited in jurisdiction to a specified amount, if it appear by the statement of the plaintiff's cause of action that he cannot be entitled to recover as much as the limit within which the jurisdiction is confined.[181] In an action of contract it was held in Maryland that the amount recovered, not that laid in the declaration, determines the jurisdiction, and if in a court which has no jurisdiction of claims under a certain amount a verdict is returned for less than that amount, the court has no jurisdiction to proceed further with the case.[182]

§ 1286. Right to begin.

* If the rules of pleading are correctly followed, the only remaining questions in regard to damages are those which come properly under the head of practice. The most important of these is that which presents itself at the trial of the cause in regard to the right to begin, as it is called; or, in other words,

ed. 744. See, also, Wilson *v.* Daniel, 3 Dall. 401; United States *v.* M'Dowell, 4 Cranch, 316; Course *v.* Stead, 4 Dall. 22; Brown *v.* Barry, 3 Dall. 365; United States *v.* The Union, 4 Cranch, 216, 2 L. ed. 600; Peyton *v.* Robertson, 9 Wheat. 527, 6 L. ed. 151; Ritchie *v.* Mauro, 2 Pet. 243, 7 L. ed. 411; Scott *v.* Lunt, 6 Pet. 349, 8 L. ed. 423; United States *v.* Macdaniel, 7 Pet. 1, 8 L. ed. 587.

[178] Knapp *v.* Banks, 2 How. 73, 11 L. ed. 184. See, also, Wilson *v.* Sandford, 10 How. 99, 13 L. ed. 344.

[179] *Ex parte* Bradstreet, 7 Pet. 634, 8 L. ed. 810; United States *v.* The Union, 4 Cranch, 216, 2 L. ed. 600; Course *v.* Stead, 4 Dall. 22.

[180] Aulick *v.* Adams, 12 B. Mon. 104.

[181] Collins *v.* Shaw, 8 Ind. 516.

[182] Rohr *v.* Anderson, 51 Md. 205, 218.

in what cases does the necessity of proving damages give the plaintiff a right to open and close the cause, where the affirmative of the issue is with the defendant. The importance of this subject has been clearly stated by a judge of great experience: "It unhappily still remains of great importance to the administration of justice by a jury, that the right to begin should be correctly adjudicated on; for all who are conversant with those trials at Nisi Prius, in which the address of counsel may materially affect the result, well know that the issue often ultimately depends on the decision of the question, which party has a right to begin." [183]

In England, it has at length been settled by a rule of all the judges, that the plaintiff shall begin in all actions for personal injuries, libel, and slander though the general issue may not be pleaded, and the affirmative be on the defendant in actions of contract; [184] however, the subject is still involved in uncertainty. An effort has been made to make the right depend on whether the plaintiff goes for substantial relief or for nominal damages; but the point does not appear to have been yet authoritatively settled.[185]

"In this country," says Mr. Greenleaf, in his very valuable work on Evidence, "it is generally deemed a matter of discretion, to be ordered by the judge at the trial, as he may think most conducive to the administration of justice; but the weight of authority, as well as the analogies of the law, seem to be in favor of giving the opening and closing of the cause to the plaintiff, wherever the damages are in dispute, unliquidated, and to be settled by the jury upon such evidence as may be adduced, and not by computation alone." [186] This language seems to ascribe a greater discretion to the judge trying the cause, and to open the door to greater laxity than is in fact allowed. In

[183] Pollock, C. B., in Ashby *v.* Bates, 15 M. & W. 589, 594, where a new trial was ordered because of an erroneous ruling at Nisi Prius as to the right to begin. See, also, Booth *v.* Millns, 15 M. & W. 669.

[184] Greenleaf on Evidence, § 76, 3d ed. 149; Mercer *v.* Whall, 9 Jur. 576, 5 Q. B. 447.

[185] Chapman *v.* Rawson, 8 Q. B. 673; Cannam *v.* Farmer, 2 Car. & Kir. 747. In the Exchequer, the crown has the right to a general reply in all cases where the crown has an interest. Marquis of Chandos *v.* Commrs. of Inland Revenue, 20 L. J. Exch. 269.

[186] 1 Greenleaf on Evidence, 14th ed., § 76, p. 107, where cases will be found.

Massachusetts, it has been said, citing with approbation the language of Lord Denman, in Mercer *v.* Whall: [187] "Wherever, from the state of the record at Nisi Prius, there is anything to be proved by the plaintiff, whether as to the facts necessary for his obtaining a verdict, or as to the amount of damages, the plaintiff is *entitled* to begin. But where the *onus probandi* lies in the first instance on the defendant, he is entitled to begin." [188] So, in the same State, when in trespass the defendant pleads soil and freehold in himself, without any other plea, and issue is joined thereon, the right of opening and closing the argument before the jury belongs to the defendant.[189] So, in the same State, on the hearing before a jury to reassess damages for taking land for a railroad, the party claiming damages has the right to open and close, and a contrary ruling at the trial was held erroneous.[190] **

§ 1286a. Damages on appeal.

In case of a frivolous or unnecessary appeal, damages are often allowed by statute or local practice. Thus it is a common practice for the Appellate Court to increase the judgment by 6% or 10% for a frivolous appeal, taken obviously for delay merely.[191]

[187] 5 Q. B. 447.

[188] Conn. River R. R. *v.* Clapp, 1 Cush. 559, 563.

[189] Davis *v.* Mason, 4 Pick. 156.

[190] Conn. River R. R. *v.* Clapp, 1 Cush. 559.

[191] *United States* (by rule of court): Barrow *v.* Hill, 13 How. 54, 14 L. ed. 48; Kilbourne *v.* State Inst., 22 How. 503, 16 L. ed. 370; Prentice *v.* Pickersgill, 6 Wall. 511, 18 L. ed. 790; Amory *v.* Amory, 91 U. S. 356, 23 L. ed. 436. No damages will be allowed unless the appeal was for delay. Cotton *v.* Wallace, 3 Dall. 302. The allowance is entirely in the discretion of the court. Boyce *v.* Grundy, 9 Pet. 275, 9 L. ed. 127.

California: Bell *v.* Camm, 10 Cal. App. 388, 102 Pac. 225.

Illinois: Minnesota M. L. I. Co. *v.* Link, 230 Ill. 273, 82 N. E. 637.

Missouri: Tobin *v.* Missouri Pac. R. R., 18 S. W. 996 (no damages where the appeal was in good faith).

New York: Jackson *v.* Rochester, 124 N. Y. 624, 26 N. E. 326.

Pennsylvania: O'Donnell *v.* Broad, 149 Pa. 24, 27 Atl. 305; Martin *v.* Rider, 181 Pa. 265, 37 Atl. 403.

Texas: Montgomery *v.* Buckskin Breeches Co. (Tex. Civ. App.), 116 S. W. 139.

Wisconsin: Ramsay *v.* Davis, 20 Wis. 31; Ossouski *v.* Wiesner, 101 Wis. 238, 77 N. W. 184. No damages will be allowed unless the appeal was clearly frivolous and in bad faith. Morse *v.* Buffalo Ins. Co., 30 Wis. 534, 11 Am. Rep. 587; Northwestern L. I. Co. *v.* Irish, 38 Wis. 361.

In *Washington* the cause for award of damages must be apparent on the record. Seattle & M. R. R. *v.* Joergen-

§ 1286b. Damages on dissolution of injunction.

It has already been seen [192] that an injunction bond is usually required before an interlocutory injunction will be granted. Where a bond has not been required, damages may be assessed on the dissolution of a temporary injunction; these will be assessed on the same principles that regulate the damages on an injunction bond.[193]

son, 3 Wash. 622, 29 Pac. 88; Walter *v.* Maresch, 3 Wash. 624, 29 Pac. 205; Wheeler *v.* Commercial Investment Co., 22 Wash. 546, 61 Pac. 715; Hallidie Mach. Co. *v.* Hayden-Cœur d'Alene Irr. Co., 56 Wash. 11, 105 Pac. 140.

In *Kentucky* damages are allowed only in the case of money judgments which may be enforced by execution or similar process. Worsham *v.* Lancaster, 104 Ky. 813, 48 S. W. 410; Hatfield *v.* Holloway, 106 S. W. 1192.

[192] *Ante*, §§ 685 *et seq.*

[193] *Illinois:* Dempster *v.* Lansingh, 234 Ill. 381, 84 N. E. 1032 (allowance of counsel fees); Howard *v.* Burke, 248 Ill. 224, 93 N. E. 775 (counsel fees).

Mississippi: Curphy *v.* Terrell, 89 Miss. 624, 42 So. 235 (counsel fees).

Tennessee: Collins *v.* Crownover, 57 S. W. 357.

Texas: Galveston, H. & S. A. Ry. *v.* Ware, 74 Tex. 47, 11 S. W. 918 (expenses of dissolution); Galveston C. R. R. *v.* Miller (Tex. Civ. App.), 38 S. W. 1132 (loss of time and profits); Hermann *v.* Allen (Tex. Civ. App.), 118 S. W. 794 (delay in removal of building).

England: Mansell *v.* British L. C. Bank, [1892] 3 Ch. 159 (diminution in value of shares).

In *Louisiana*, by statute, damages cannot exceed 20%, which includes attorney's fees. Schwann *v.* Sanders, 121 La. 461, 46 So. 573; Rivet *v.* George M. Murrell P. & M. Co., 121 La. 201, 46 So. 210.

CHAPTER LVI

EVIDENCE

§ 1287. Mode of proof.
1288. Exceptions to common-law rule excluding testimony of party.
1289. Abrogation of common-law rule.
1290. Witness to testify to facts, not opinions.
1291. Experts.
1292. Confined to matters of art and skill.
1293. Opinions as to quantum of damages.
1294. Value—Opinions of value.
1295. Value of lands and leases.
1296. Of chattels — Opinions of value.
1297. Market value.
§ 1298. Evidence of sales.
1299. Offers — Price-lists — Quotations—Appraisals.
1300. Presumption against defendant.
1301. Estoppel.
1302. Value of construction.
1303. Of services.
1304. Other value.
1305. Evidence of malice or intention—Appraisals.
1306. Of the duration of life.
1307. Of pain.
1308. Of a former verdict.
1309. Physical examination.
1310. Approximate evidence.
1310a. Damage imported from the circumstances.

§ 1287. Mode of proof.

* We have now to consider the mode of proof by which claims to damage are substantiated. The rules which govern evidence as applied to fix the measure of relief, are neither numerous nor complex, but they deserve careful attention.

We have seen that in the early stages of the civil law, the plaintiff was allowed to fix the amount of the compensation to which he conceived himself entitled, subject only to the restraining hand of the *judex*. In the common law, independently of statutory innovation, the rule was carried to the other extreme; for, as a general principle, neither party to the record was allowed to give testimony in any branch of the case. But to this rule certain exceptions were introduced.

§ 1288. Exceptions to common-law rule excluding testimony of party.

The oath of the party was admitted by the common law, in respect of a lost deed or other paper, preparatory to the intro-

duction of secondary evidence to prove its contents. So, too, in complaints under bastardy acts, the oath of the female was admitted to charge the defendant with the paternity of the offspring. So, again, the rule was relaxed in order to prove the amount of compensation to which a party was entitled; thus, the oath of the plaintiff was admitted in many States of the Union to prove the truth of entries in his books of goods delivered in small amounts or of daily labor performed, when the party, from his situation, has no evidence but the accounts kept by himself, and where, as a general thing, from the nature of the traffic or service, he could not have. So, too, where robberies or larcenies had been committed, and no evidence existed but that of the party robbed or plundered, he has been admitted as a witness to prove his loss; for it was said that in these cases the party injured should have an extraordinary remedy *in odium spoliatoris*. On this ground, in an action against the hundred under the English statute of Winton, the person robbed was admitted as a witness to prove his loss and the amount of it.[1] So, in Pennsylvania, in an action against the county for the destruction of property by a mob, the plaintiff was allowed to prove ownership and the value of wearing apparel destroyed,[2] but not the destruction of household furniture, because there the argument *ex necessitate* did not apply.[3] So, also, in equity, where a man ran away with a casket of jewels, the party injured was admitted as a witness.[4] So, too, when the defendant, a shipmaster, broke open and plundered the plaintiff's trunk, the latter was allowed to testify to the contents of the trunk.[5]

An effort was made in Pennsylvania to extend the principle of these exceptions to all cases of passengers by public conveyances, where there was no criminal nor even tortious act committed by the defendant beyond mere negligence; and it was said that in such cases the plaintiff might testify from necessity.[6] But in Massachusetts this was denied; the old

[1] Bul. N. P. 187; Porter *v.* Hundred of Regland, Peake's Add. Cases, 203; Snow *v.* Eastern R. R., 12 Met. 44.

[2] County *v.* Leidy, 10 Pa. 45. See, also, Clark *v.* Spense, 10 Watts, 335; M'Gill *v.* Rowand, 3 Pa. 451, 45 Am. Dec. 654.

[3] Ibid.

[4] East India Co. *v.* Evans, 1 Vern. 305.

[5] Herman *v.* Drinkwater, 1 Me. 27.

[6] Whitesell *v.* Crane, 8 W. & S. 369.

principle was adhered to, and in a case of mere negligence it was decided that the plaintiff was not competent, even though he had no other testimony as to the amount of his loss.[7]

In New York, the admission of the plaintiff as a witness in these cases was sanctioned by statute;[8] the general railroad act of that State providing where baggage was properly checked, that if not delivered on the production of the check, "the plaintiff may himself be a witness, in any suit brought by him, to prove the contents and value of said baggage." [9] **

§ 1289. Abrogation of common-law rule.

Before the abrogation of the common-law rule, the plaintiff himself, in actions against a common carrier or innkeeper, to recover for a trunk, etc., lost, was frequently allowed, as we have seen, to prove its contents.[10] But in Garvey *v.* Camden & Amboy Railroad [11] it was held that the rule of evidence which allowed the plaintiff, in an action against a common carrier, to recover for a lost trunk, etc., to prove the value of the contents by his own oath, was confined to cases in which fraud or wrong is proved upon the defendant, and had no application to cases of loss through negligence merely. And the jury were not bound by the evidence of one of the parties to the suit in estimating the damages, though there was no other evidence before them to fix the amount.[12] It is one of the natural concomitants of illness and of physical injuries for the sick or injured persons to complain of pain and distress. And evidence of such complaints, in connection with other proofs of injury received, was held admissible from the necessity of the case, in an action for the injury sustained, to show its extent, etc. Such evidence did not fall within the rule which excluded declarations of a party in his own favor.[13]

[7] Snow *v.* Eastern R. R., 12 Met. 44.

[8] Laws of 1850, c. 140, § 37.

[9] As to how far this provision was applicable to all the railroads existing in the State, see Marsh *v.* New York & Erie R. R., 14 Barb. 364; Milliman *v.* Oswego & Syracuse R. R., 10 Barb. 87.

[10] *Indiana:* Doyle *v.* Kiser, 6 Ind. 242. *New York:* Taylor *v.* Monnot, 1 Abb. Pr. 325; s. c., 4 Duer, 116. *Ohio:* Mad River & Lake Erie Railroad *v.* Fulton, 20 Ohio, 318.

[11] 4 Abb. Pr. 171.

[12] Bee Printing Co. *v.* Hiehborn, 4 All. 63.

[13] Caldwell *v.* Murphy, 11 N. Y. 416; and see s. c. below, 1 Duer, 233; see to same effect *Massachusetts:* Bacon *v.* Charlton, 7 Cush. 581. *Wisconsin:* McKeigue *v.* Janesville,

The original rule of the common law has been now, however, so far changed, both in England and in this country, by statute, that the decisions cited in the preceding paragraphs have little importance. In England, New York, Connecticut, and probably all other States of the Union, the rule of the common law has been abrogated, and, with more or fewer exceptions, parties are permitted to testify in chief and to all facts pertinent to the case.

§ 1290. Witness to testify to facts, not opinions.

* Another general rule, which pervades all our law, is that the witness is to testify only to facts. He is to speak as to the facts which he has heard or seen. His opinion is not to be given;[14] for it is the opinion of the jury on the testimony which forms the verdict and decides the case. But to this rule, again, there are many important exceptions. So, pedigree is often proved by the hearsay of the family. So, handwriting is proved by the opinions of those familiar with the signature of the party. So, too, the witness has been allowed to state his opinion in cases of criminal conversation, to show the state of the affections of the parties.[15] And, on similar grounds, in cases of breach of promise of marriage. In an action of the latter description, the Supreme Court of New York said: "We do not see how the various facts upon which an opinion of the plaintiff's attachment must be grounded, are capable of specification, so as to leave it, like ordinary facts, as a matter of inference, to the jury. It is true, as a general rule, that witnesses are not allowed to give their opinions to a jury; but there are exceptions, and we think this one of them. There are a thousand nameless things, indicating the existence and degree of the tender passion, which language cannot specify. The opinions of witnesses on this subject must be derived from a series of instances, passing under their observation, which yet they never could detail to a jury."[16] So, too, evidence of this kind has been admitted in cases of insanity; but it has been pro-

68 Wis. 50; King *v.* Oshkosh, 75 Wis. 517, 44 N. W. 745.

[14] *Colorado:* Montelius *v.* Atherton, 6 Colo. 225.

Wisconsin: Blair *v.* Milwaukee & P. du C. R. R., 20 Wis. 262.

[15] Trelawney *v.* Colman, 2 Starkie, 191.

[16] M'Kee *v.* Nelson, 4 Cow. 355.

nounced by a very able judge, "the most unsatisfactory, and the least to be depended on." [17] ** So it has been held proper to ask a contractor what the amount of his loss is and what the profit on the work would have been.[18]

§ 1291. Experts.

* To the general rule that the witness' opinion cannot be received as to the amount or character of injury sustained, there are, however, some considerable exceptions. Of these, perhaps the most comprehensive and important is that which admits persons of science, or experts in any profession, to testify as to their opinion on a given state of facts relating to matters in regard to which their education gives them peculiar capacity for forming a correct judgment.[19]

So, in Massachusetts, on the trial of an action to recover damages for injury done to the plaintiff's garden and nursery by smoke, heat, and gas proceeding from the defendant's brick kiln, two gardeners who had much experience in raising and cultivating fruit trees, shrubs, and plants, and who had testified to the particulars of the plaintiff's injury, were allowed to give their opinion as to the amount of damage. And the court say: "It seems to us that it would be impracticable to dispense with this species of testimony, in many actions of trover for personal property, where no detail of facts could adequately inform the jury of the value of the articles. The opinion of a witness, as to the value of a horse, is much more satisfactory evidence than a detailed statement of his size, color, age, etc., to give the jury the requisite information, to enable them to assess damages for the conversion of such a horse." [20] So, in an action on a building contract, a mason may be asked how long, in his opinion, it would take to dry the walls of a house so

[17] Clark *v.* Fisher, 1 Paige, 171.

[18] Elizabethtown & P. R. R. *v.* Pottinger, 10 Bush, 185.

[19] Folkes *v.* Chadd, 3 Doug. 157.

[20] *Massachusetts:* Vandine *v.* Burpee, 13 Met. 288.

New York: Nickley *v.* Thomas, 22 Barb. 652; Smith *v.* Hill, 22 Barb. 656.

Wisconsin: Milwaukee & Mississippi R. R. *v.* Eble, 4 Chand. 72.

But in Dunlap *v.* Snyder, 17 Barb. 561, it was held that in an action for damages for killing a dog, the opinions of witnesses as to the value of the animal were not admissible. See, as to proper evidence of the value of a horse, Carr *v.* Moore, 41 N. H. 131.

as to render it fit and safe for human habitation.[21] ** A physician may testify as to the probable effect of an injury on the future health of the injured party.[22]

But the testimony of experts must not be given at random or on insufficient or inexact data. So, in an action against the defendants as carriers, for non-performance of a contract to carry live stock from several different places to Detroit, where the circuit judge had allowed a witness to be asked the general question, what, in his opinion, was the extra shrinkage in consequence of the delay at the several places where the cattle were loaded, and at Detroit, above what it would have been if they had gone on in the regular train, and had been unloaded on arrival, it was held, by the Supreme Court of Michigan, that, as the different portions of the stock had been on the cars without food or water for various lengths of time, they must have been quite differently affected by shrinkage, and the inquiry should have been as to each separately. The admission of the general question was erroneous.[23]

§ 1292. Confined to matters of art and skill.

* But this exception is generally strictly limited to the case of experts in matters of art and skill, and is not enlarged so as to admit opinion in ordinary cases, where the jury may be supposed competent to form their judgment from the statement of the facts. Nor where the opinion necessarily degenerates into mere conjecture. So, in an action for negligently injuring and sinking a canal-boat, a boatman who knew the boat in question previous to her being injured, and swore that he had raised sunken boats and repaired them, cannot testify as to his opinion of what the damages would be from the description of the situation of the boat by the witnesses.[24]

In an action on the case against a railroad company for injury to the person of a passenger through the negligence of the company, evidence of loss sustained by the plaintiff in his business in consequence of the injury received, is proper to aid

[21] Smith *v.* Gugerty, 4 Barb. 614.

[22] Jones *v.* Utica & B. R. R. R., 40 Hun, 349.

[23] Michigan So. & N. I. R. R. *v.* McDonough, 21 Mich. 165, 4 Am. Rep. 466.

[24] Paige *v.* Hazard, 5 Hill, 603.

the jury in estimating the plaintiff's damages; and for that purpose the nature of the plaintiff's business, its extent, and the importance of his personal oversight and superintendence in conducting it, may be shown; but the opinions of witnesses as to the amount of loss are inadmissible.[25] A party in the city of New York, whose property is destroyed by the order of the city officers to stop the spread of a conflagration, is entitled to an allowance to the full value of the property destroyed, without any deduction for the amount insured, and interest on it; but the opinions of bystanders, that the buildings destroyed would have been consumed by the fire if they had not been blown up, are inadmissible. It was, however, suggested that perhaps the opinion of firemen and others, having particular knowledge and experience with reference to fires, might be received.[26] ** Where, by the defendant's tort, the plaintiff's horse was caused to run away, it was held not to be proper to show by opinions of witnesses the depreciation in value of the horse caused by his running away.[27]

§ 1293. Opinions as to quantum of damages.

* The general rule which requires a witness to speak to facts within his knowledge, is applied to the subject of compensation; the damage must be proved like any other fact in the cause, and no testimony amounting to mere opinion is competent.[28] ** So, in Louisiana, in a suit on a sequestration

[25] Lincoln *v.* Saratoga & S. R. R., 23 Wend. 425.

[26] Mayor, etc., of N. Y. *v.* Pentz, 24 Wend. 668, 35 Am. Dec. 641.

[27] Van Wagoner *v.* New York Cement Co., 36 Hun, 552.

[28] *Alabama:* Montgomery & W. P. R. R. *v.* Varner, 19 Ala. 185; Chandler *v.* Bush, 84 Ala. 102.

Arkansas: St. Louis, I. M. & S. Ry. *v.* Freeman, 36 Ark. 41; Little Rock, M. R. & T. Ry. *v.* Haynes, 47 Ark. 497.

Georgia: Gilbert *v.* Cherry, 57 Ga. 128; Central R. R. *v.* Senn, 73 Ga. 705.

Indiana: Ohio & M. R. R. *v.* Nickless, 71 Ind. 271; Pittsburgh, C. & St. L. Ry. *v.* Hixon, 79 Ind. 111; Hagaman *v.* Moore, 84 Ind. 496.

Iowa: Whitmore *v.* Bowman, 4 Greene, 148; Harriman *v.* New Nonpareil Co., 132 Ia. 616, 110 N. W. 33.

Kansas: Sharon Town Co. *v.* Morris, 39 Kan. 377; Ottawa, O. C. & C. G. R. R. *v.* Adolph, 41 Kan. 600.

Louisiana: Wilcox *v.* Leake, 11 La. Ann. 178.

Michigan: Howell *v.* Medler, 41 Mich. 641.

Nebraska: Fremont, E. & M. V. R. R. *v.* Marley, 25 Neb. 138, 40 N. W. 948, 13 Am. St. Rep. 482; Omaha *v.* Kramer, 25 Neb. 489, 41 N. W. 295, 13 Am. St. Rep. 504; Jameson *v.* Kent, 42 Neb. 412, 60 N. W. 879.

New York: Morehouse *v.* Mathews, 2 N. Y. 514, 51 Am. Dec. 319; Green

bond, the opinion of witnesses cannot form the basis of a verdict. They should testify to facts, and from those facts the jury should find the actual damages sustained.[29] * So, in New York, a witness cannot be allowed to give his opinion as to the amount of damages sustained by a party in consequence of a mill lying still.[30] So, the opinions of witnesses as to the amount of damages caused by the deprivation or withdrawal of water from a tavern, are inadmissible.[31] So, too, on ascertaining the injury caused by an alleged nuisance, a witness cannot give his opinion as to the amount of damages.[32] So, in an action for the breach of a covenant contained in a lease, that the defendant would not let any other mill site on the same stream, it was held not proper to admit witnesses to testify to their opinion as to the amount of damage which the plaintiffs had sustained by the erection of the rival site, and a new trial was ordered.[33]

The objection usually taken is that it usurps the province of the jury. It is for the jury to determine how much the property is damaged under the instructions of the court; and witnesses should always testify to facts. To answer the question how much a piece of property is "damaged" by a given injury, is a question which requires for an intelligent answer a knowledge of the rule of damages applicable in the particular case. For example, in eminent domain cases it cannot be answered without taking into consideration the question of benefits. The same property will be damaged in one amount if benefits are excluded, in another if included. Hence expert testimony as to "damage," if not absolutely excluded, should be subjected to the most rigid scrutiny.

This criticism would not apply, however, where the measure of damages is *the mere depreciation in value of property.* In

v. Plank, 48 N. Y. 669; Cook *v.* Brockway, 21 Barb. 331.

Ohio: Cleveland & P. R. R. *v.* Ball, 5 Oh. St. 568, 67 Am. Dec. 312.

Oregon: Montgomery *v.* Somers, 50 Ore. 259, 90 Pac. 674.

Washington: Ferguson *v.* Tobey, 1 Wash. 275.

Contra, California: Razzo *v.* Varni, 81 Cal. 289.

[29] Bonner *v.* Copley, 15 La. Ann. 504.

[30] Doolittle *v.* Eddy, 7 Barb. 75.

[31] Harger *v.* Edmonds, 4 Barb. 256; Giles *v.* O'Toole, 4 Barb. 261.

[32] Fish *v.* Dodge, 4 Denio, 311.

[33] Norman *v.* Wells, 17 Wend. 137, 161; Fish *v.* Dodge, 4 Denio, 311, 318.

that case a witness has without doubt the right to state the value before and after the injury; and as the depreciation is a mere matter of the subtraction of one of these values from the other, it involves no question of law. It is therefore held that where the amount of damages is merely the depreciation in value of property, a witness is not prevented from giving his opinion of the depreciation merely because the quantum of damages happens to coincide with it.[34] As a general rule, the opinion of a witness as to the amount of damages which a landholder will sustain by reason of the construction and use of a railroad, is not evidence.[35] Nor, in an action in the nature of waste, can he be asked what amount of permanent injury the premises have sustained by neglect.[36]

* It has been decided in Ohio, that a person who is present during the trial of a cause, and has heard witnesses describe the manner in which a ford is injured by the erection of a dam across a stream of water below it, is not competent to give his opinion of the damages sustained by the party injured.[37] So, intelligent merchants, well acquainted with the plaintiff and his business, were held not competent to give an opinion as to the damage of the plaintiff in being deprived of the advantage of his own care and oversight.[38] **

If an opinion as to the amount of pecuniary damage is inadmissible, *a fortiori* the opinion of a plaintiff as to the amount of exemplary damages to which he thought himself entitled cannot be shown.[39]

[34] *Arkansas:* Fayetteville & L. Ry. *v.* Combs, 51 Ark. 324, 11 S. W. 418.

Kansas: Topeka *v.* Martineau, 42 Kan. 387.

Kentucky: Elizabethtown & P. R. R. *v.* Pottinger, 10 Bush, 185.

Nebraska: Fremont, E. & M. V. R. R. *v.* Marley, 25 Neb. 138, 40 N. W. 948, 13 Am. St. Rep. 482.

New Hampshire: Carter *v.* Thurston, 58 N. H. 104, 42 Am. Rep. 584.

West Virginia: Hargreaves *v.* Kimberly, 26 W. Va. 787, 53 Am. Rep. 121.

Wisconsin: Neilson *v.* Chicago, M. & N. W. Ry., 58 Wis. 516.

But it is usually held that the witness cannot state the difference in values as an estimate of the damage.

Kansas: Clark *v.* Ellithorpe, 7 Kan. App. 337, 51 Pac. 940.

Texas: International & G. N. R. R. *v.* Fickey (Tex. Civ. App.), 125 S. W. 327.

[35] Atlantic & G. W. R. R. *v.* Campbell, 4 Oh. St. 583.

[36] Robinson *v.* Kinne, 1 T. & C. 60.

[37] Shepherd *v.* Willis, 19 Oh. 142.

[38] Lincoln *v.* Saratoga & S. R. R., 23 Wend. 431; Norman *v.* Wells, 17 Wend. 161; Mayor, etc., of N. Y. *v.* Pentz, 24 Wend. 668, 35 Am. Dec. 641.

[39] Chandler *v.* Bush, 84 Ala. 102, 4 So. 207.

§ 1294. Opinions of value.

Value must necessarily be proved by the opinions of witnesses. To be qualified to give an opinion of the value of property, one need not necessarily be an expert in the purchase and sale of such property; it is enough if he have a general knowledge of the value of such property.[40] In Whitney *v.* Thacher,[41] Wells, J., said: "It is not necessary, in order to qualify one to give an opinion as to values, that his information should be of such a direct character as would make it competent in itself as primary evidence. It is the experience which he acquires in the ordinary conduct of affairs, and from means of information such as are usually relied on by men engaged in business, for the conduct of that business, that qualifies him to testify." But the opinion must be founded on reasonable grounds; where no *data* exist, no opinion can be given. So an opinion as to the value of a contemplated business which was never actually entered upon will not be received.[42]

What the owner would take for land cannot be shown in order to prove its value; nor should the jury be allowed to take as the value of land the amount they would sell it for if owners.[43]

In connection with value, an expert may state the amount of hay a meadow would probably yield,[44] and the amount of wood which has been cut off certain land.[45] An expert may give his reason for his opinion.[46] The opinion of an expert need not be accepted, even if there is no opposing evidence.[47]

[40] *Minnesota:* Burger *v.* Northern P. R. R., 22 Minn. 343.

Missouri: Springfield & S. Ry. *v.* Calkins, 90 Mo. 538, 3 S. W. 82.

New York: Joy *v.* Hopkins, 5 Den. 84.

In Idaho Western Ry. *v.* Columbia Conference (Ida.), 119 Pac. 60, it was held that a witness need not be qualified to state the value of land taken; his opportunity to acquire knowledge of values can be tested on cross-examination.

[41] 117 Mass. 523.

[42] Wakeman *v.* Wheeler & W. M. Co., 101 N. Y. 205, 4 N. E. 264, 54 Am. Rep. 676; Reed *v.* McConnell, 101 N. Y. 270, 4 N. E. 718.

[43] Kiernan *v.* Chicago, S. F. & C. Ry., 123 Ill. 188, 14 N. E. 18.

[44] Myers *v.* Charlotte, 146 N. C. 246, 59 S. E. 674.

[45] Perry *v.* Jeffries, 61 S. C. 292, 39 S. E. 515.

[46] Morrell *v.* Prieskel (N. J. L.), 74 Atl. 994.

[47] *In re* Manhattan Terminal, 120 N. Y. Supp. 465.

§ 1295. Value of lands and leases.

One familiar with a parcel of land may give his opinion of its value.[48] In a proceeding to take lands under the right of eminent domain, when opinion as to damages is held competent, the opinion of the owner [49] or of one acquainted with the value [50] may be given both as to the damages sustained and as to the value of the land left. So, in an action for a nuisance, an architect, acquainted with the locality, may be asked if the nuisance depreciated the value of the houses in the neighborhood.[51] So witnesses may give their opinions as to the value of property with and without public improvements.[52] In Brown *v.* Providence & S. Railway,[53] however, it was held improper to allow a farmer to testify as to the value of land for any but farming purposes; he could not, though acquainted with the land, testify to its value as a summer resort.

The value of land may be proved also by evidence showing the value of neighboring land.[54] In some jurisdictions evi-

[48] *United States:* Montana Ry. *v.* Warren, 137 U. S. 348, 34 L. ed. 681, 11 Sup. Ct. 96.

California: San Diego L. & T. Co. *v.* Neale, 78 Cal. 63.

Illinois: White *v.* Hermann, 51 Ill. 243, 99 Am. Dec. 543.

Indiana: Lafayette *v.* Nagle, 113 Ind. 425.

Iowa: Ball *v.* Keokuk & N. W. Ry., 74 Ia. 132.

Massachusetts: Whitman *v.* Boston & M. R. R., 7 All. 313; Swan *v.* Middlesex Co., 101 Mass. 173.

Minnesota: Derby *v.* Gallup, 5 Minn. 119.

New York: Clark *v.* Baird, 9 N. Y. 183; Robertson *v.* Knapp, 35 N. Y. 91.

Ohio: Cleveland & P. R. R. *v.* Ball, 5 Oh. St. 568.

Pennsylvania: Kellogg *v.* Krauser, 14 S. & R. 137; Pennsylvania & N. Y. R. R. & C. Co. *v.* Bunnell, 81 Pa. 414.

[49] Snow *v.* Boston & M. R. R., 65 Me. 230.

[50] *Indiana:* Frankfort & K. R. R. *v.* Windsor, 51 Ind. 238.

Missouri: Springfield & S. Ry. *v.* Calkins, 90 Mo. 538.

New York: Argotsinger *v.* Vines, 82 N. Y. 308.

Pennsylvania: Leiby *v.* Clear S. W. Co., 205 Pa. 634, 55 Atl. 782; Hughes *v.* Stevens, 36 Pa. 320.

[51] Gauntlett *v.* Whitworth, 2 C. & K. 720.

[52] *Georgia:* Americus *v.* Tower, 3 Ga. App. 159, 59 S. E. 434.

Indiana: Yost *v.* Conroy, 92 Ind. 464, 47 Am. Rep. 156.

So as to the value of land if a contract had been completely performed. Ironton Land Co. *v.* Butchart, 73 Minn. 39, 75 N. W. 749. See Avery *v.* New York C. & H. R. R. R., 121 N. Y. 649, 24 N. E. 20.

[53] 12 R. I. 238, 34 Am. Rep. 631.

[54] *Illinois:* White *v.* Hermann, 51 Ill. 243.

Montana: Sweeney *v.* Montana Cent. Ry., 25 Mont. 543, 65 Pac. 912.

See chapter on Eminent Domain in New York.

dence of sales of neighboring land may be given;[55] but the contrary has been held in other jurisdictions.[56] In Pittsburgh & W. Railroad *v.* Patterson,[57] Clark, J., said:

"The selling price of lands in the neighborhood at the time, is undoubtedly a test of value, but it is the general selling price, not the price paid for particular property. The location of the land, its uses and products, and the general selling price in the vicinity are the *data* from which a jury may determine the market value. The price which, upon a consideration of the matters stated, the judgment of well-informed and reasonable men will approve is the market value. A particular sale may be a sacrifice compelled by necessity, or it may be the result of mere caprice or folly; if it be given in evidence it raises an issue collateral to the subject of inquiry, and these collateral issues are as numerous as the sales."

In estimating the value of land at a given time, evidence of its value six or seven months later is not inadmissible. The law has no presumptions on the subject of changeable values of real estate, and such proof, though liable to be overcome by evidence of a previous change in the interval is not too remote.[58] In Brown *v.* Calumet River Railway,[59] the price paid for a parcel of land several years before was held admissible, as throwing some light on its present value. A resale of the land is evidence of its value.[60] In Winnisimmet Co. *v.* Grueby [61] it was held that in assessing damages for land taken, evidence

[55] *Alabama:* Massey *v.* Fain, 55 So. 936.

Illinois: Albertson Co. *v.* Chicago, 111 Ill. 651; but evidence cannot be admitted of what a company taking land by eminent domain has paid for other takings. Chicago & A. R. R. *v.* Scott, 225 Ill. 352, 80 N. E. 404.

Iowa: Cummins *v.* Des Moines & S. L. Ry., 63 Ia. 397.

Massachusetts: Paine *v.* Boston, 4 All. 168; Benham *v.* Dunbar, 103 Mass. 365; Gardner *v.* Brookline, 127 Mass. 358; Roberts *v.* Boston, 149 Mass. 346, 21 N. E. 668.

[56] See Bunke *v.* New York T. Co., 188 N. Y. 600, 81 N. E. 1161, affirming 110 App. Div. 241, 97 N. Y. Supp. 66; Bradshaw *v.* Rome, W. & O. R. R., 1 N. Y. Supp. 691, 49 Hun, 605.

[57] 107 Pa. 461, 464.

[58] Abell *v.* Munson, 18 Mich. 306, 100 Am. Dec. 165. But evidence may not be introduced to show an offer for a part of the land which was withdrawn after the trespass complained of. Western U. T. Co. *v.* Ring, 102 Md. 677, 62 Atl. 801.

[59] 125 Ill. 600.

[60] *Massachusetts:* Brigham *v.* Evans, 113 Mass. 538.

England: Engell *v.* Fitch, L. R. 4 Q. B. 659.

[61] 111 Mass. 543.

could not be introduced of the amount for which an owner of neighboring land offered to sell his land, as evidence of the value of defendant's land.[62] And where the amount for which neighboring land had been sold was shown, evidence that the purchaser had at once been offered an advance was held inadmissible.[63] But in Dalrymple *v.* Hannum [64] the plaintiff was allowed to introduce evidence of an unaccepted offer made by him to the defendant, which the defendant refused to accept, to show of how little value the land was.

In proving the value of a lease, evidence of the amount of rent in preceding years is admissible.[65] And in an action of ejectment the net receipts of the defendant under a lease of the premises is evidence on the question of the value of the use and occupation.[66] In the latter case the court said:

"As an item of evidence on the question of the value of the use and occupation of the farm, it was competent to prove what sum was actually received from it as rent. This, of course, was not conclusive evidence of the value of the use of the farm, but it was competent evidence on the subject. The agreed rent would be strong evidence of the real value of the use and occupation.[67] It is from prices offered, agreed upon and paid, that the value of property or of its use is to be determined, and such prices may be given in evidence to test the correctness and fairness of opinions. Indeed, opinions are made up either from public or private sales and contracts, as regards the value of property. Thus it is, that both public and private sales of property are admissible in evidence to determine its true value." [68]

Circumstances may be shown for their effect on the value.[69] Where crops, fixtures or improvements are destroyed or removed, evidence of their value in place may be received.[70]

[62] *Acc.*, Montclair Ry. *v.* Benson, 36 N. J. L. 557.

[63] Roberts *v.* Boston, 149 Mass. 349, 21 N. E. 668.

[64] 54 N. Y. 654.

[65] Fogg *v.* Hill, 21 Me. 529. See Bunke *v.* New York Telephone Co., 110 App. Div. 241, 97 N. Y. Supp. 66.

[66] More *v.* Deyoe, 22 Hun, 208.

[67] Citing Cary *v.* Gruman, 4 Hill, 625, 40 Am. Dec. 299.

[68] More *v.* Deyoe, 22 Hun, 208, 222.

[69] *Kansas:* Omaha H. & G. Ry. *v.* Doney, 3 Kan. App. 515, 43 Pac. 831 (inconvenience of approach).

Minnesota: Hueston *v.* Mississippi & R. R. B. Co., 76 Minn. 251, 79 N. W. 92 (nature and amount of items).

[70] *California:* Greenbaum *v.* Taylor,

The valuation placed on land by assessors for the purpose of the tax levy cannot be shown.[71]

§ 1296. Of chattels—Opinions of value.

When the value of a chattel is to be proved, one familiar with that kind of property may state his opinion as to its value.[72] So, one familiar with the value of horses may state the difference in value of a horse as it was represented to be and as it was,[73] or before and after the injury complained of.[74] Where a pearl had been lost, one witness was allowed to describe it, and another, who was acquainted with gems, was allowed to state his opinion of its value.[75] To ascertain the value of certain tobacco, a witness was allowed to testify as to the general market value of tobacco produced that year, although he admitted that he could not tell the value of the particular tobacco without seeing it.[76] On the other hand, in an action on an undertaking given on procuring an attachment, it was held that the evidence of witnesses who did not know the goods attached was not admissible where they merely testified as to what would be the value of similar goods when returned after five days' detention, if when taken they were worth

102 Cal. 624, 36 Pac. 957 (saloon fixtures).

Indiana: Huber *v.* Beck, 6 Ind. App. 484, 33 N. E. 985.

Kansas: Chicago, R. I. & P. Ry. *v.* Mosher, 76 Kan. 599, 92 Pac. 554 (growing trees and hedges).

Texas: Smith *v.* Frio County (Tex. Civ. App.), 66 S. W. 711 (house and fence).

[71] *Illinois:* Lewis *v.* Englewood El. R. R., 223 Ill. 223, 79 N. E. 44.

Massachusetts: Anthony *v.* New York P. & B. R. R., 162 Mass. 544, 37 N. E. 780.

[72] *Alabama:* Western Ry. *v.* Lazarus, 88 Ala. 453, 6 So. 877.

Illinois: Ohio & M. R. R. *v.* Taylor, 27 Ill. 207.

Iowa: Anson *v.* Dwight, 18 Ia. 241.

Massachusetts: Patton *v.* Bell, 141 Mass. 197, 5 N. E. 300.

Michigan: Browne *v.* Moore, 32 Mich. 254.

Mississippi: Whitfield *v.* Whitfield, 40 Miss. 352.

Nebraska: Hespen *v.* Union Pac. R. R., 82 Neb. 495, 118 N. W. 98.

New York: Rogers *v.* Ackerman, 22 Barb. 134; McDonald *v.* Christie, 42 Barb. 36.

Texas: Texarkana & F. S. Ry. *v.* Bell (Tex. Civ. App.), 101 S. W. 1167.

Wisconsin: Erd *v.* Chicago & N. W. Ry., 41 Wis. 65; St. Paul Boom Co. *v.* Kemp, 125 Wis. 138, 103 N. W. 259.

[73] Haskell *v.* Mitchell, 53 Me. 468, 89 Am. Dec. 711.

[74] Louisville, N. A. & C. Ry. *v.* Peck, 99 Ind. 68.

[75] Berney *v.* Dinsmore, 141 Mass. 42, 5 N. E. 273, 55 Am. Rep. 445; *acc.*, Davenport *v.* Abbott (Tex. Civ. App.), 28 S. W. 218.

[76] Draper *v.* Saxton, 118 Mass. 427.

$6,000.[77] A witness may testify to the relative value of two articles, although not able to testify to the actual value of either.[78] In Blanchard *v.* New Jersey Steam Boat Co.[79] the value of other vessels with which the plaintiff's vessel could be compared, was held not to be evidence of the value of the plaintiff's vessel. The cost of personal property may be proved as an element of its value;[80] but only if accompanied by evidence of other circumstances.[81] In the case of animals, evidence of pedigree may be produced as bearing on their value.[82] Evidence of value, not on the actual date, but within a reasonable time before and after the date may be received, the distance from the date going only to the weight of the testimony.[83] Where the value of use of property is an element of recovery, one who has the necessary knowledge may give his opinion of the value.[84]

Where the value of a large number of similar articles is in question, the average value may be shown.[85]

§ 1297. Market value.

It is proper to ask the value of articles, although the question does not require the market value to be stated.[86] If there is no market for an article at the place where its value is to be

[77] Alexander *v.* Jacoby, 23 Oh. St. 358.

[78] Kronschnable *v.* Knoblauch, 21 Minn. 56.

[79] 59 N. Y. 292.

[80] *California:* Angell *v.* Hopkins, 79 Cal. 181.

Pennsylvania: Arnold *v.* Blabon, 147 Pa. 372, 23 Atl. 575.

[81] *Kentucky:* Gray *v.* Henry County, 19 Ky. 885, 42 S. W. 333.

New York: Brooke *v.* Cunard S. S. Co., 93 N. Y. Supp. 369.

[82] *Michigan:* Parker *v.* Lake Shore & M. S. Ry., 93 Mich. 607, 53 N. W. 834 (colt).

Mississippi: Richmond & D. R. R. *v.* Chandler, 13 So. 267 (bull).

Tennessee: Citizens' R. T. Co. *v.* Dew, 100 Tenn. 317, 45 S. W. 790 (dog).

Texas: Pacific Exp. Co. *v.* Lothrop, 20 Tex. Civ. App. 339, 49 S. W. 898 (hog).

Vermont: Winchell *v.* National Exp. Co., 64 Vt. 15, 23 Atl. 728 (dog).

[83] *Michigan:* Connor *v.* Levinson, 15 Mich. 297, 73 N. W. 232 (one day).

Oregon: Singer *v.* Pearson-Page Co., 115 Pac. 158.

Vermont: Griffin *v.* Martel, 77 Vt. 19, 58 Atl. 788 (16 months); McKenzie *v.* Boutwell, 79 Vt. 383, 65 Atl. 99 (one year).

[84] *Kansas:* Kennett *v.* Fickel, 41 Kan. 211.

New York: McSorley *v.* Faulkner, 18 N. Y. Supp. 460.

[85] Illingworth *v.* Greenleaf, 11 Minn. 235.

[86] Parks *v.* Morris A. & T. Co., 54 N. Y. 586.

determined, the general rule is to ascertain its value at the nearest place affording a market.[87] So where the value of lumber at Detroit was the measure of damages, and the witness a dealer in lumber at Wayne, a place eighteen miles from Detroit, knew the market value of such lumber at Wayne, but not at Detroit, but knew the value at Detroit was higher than at Wayne, his evidence of the value at Wayne was held proper.[88] So evidence of the cost of the goods in the market where they were purchased, adding the expenses of transportation, the duties, and a fair allowance for profits, and also evidence of the sales of like articles for several months before and after the sale in question, and of the repurchase of some of the goods for cash by the plaintiff at advanced rates within two months afterwards, was held admissible.[89] So if the market price at the time of loss cannot be proved, the market price a few days before or after that time may be shown.[90] A witness who has inquired as to the value in the market has been allowed to state the value.[91] Evidence of sales of an article like the one to be delivered is admissible to show that there is a market.[92]

§ 1298. Evidence of sales.

If sales of property are adduced as evidence of value, they should be sales in the regular course of business.[93] But a sale of the very article the value of which is in question may be

[87] *Alabama:* South & N. A. R. R. *v.* Wood, 72 Ala. 451.

Kansas: Hanson *v.* Lawson, 19 Kan. 201.

Maine: Washington Ice Co. *v.* Webster, 68 Me. 449.

Nebraska: Keith *v.* Tilford, 12 Neb. 271, 11 N. W. 315.

Virginia: McCormick *v.* Hamilton, 23 Gratt. 561.

Evidence of cost and transportation charges cannot be received to prove market value. Gensburg *v.* Field, 104 Ia. 599, 74 N. W. 3.

[88] Savercool *v.* Farwell, 17 Mich. 308.

[89] Eaton *v.* Mellus, 7 Gray, 566.

[90] *Massachusetts:* Eaton *v.* Mellus, 7 Gray, 566.

New York: Dana *v.* Fiedler, 12 N. Y. 40, 62 Am. Dec. 130.

West Virginia: Boyd *v.* Gunnison, 14 W. Va. 1.

Evidence of market value nine months previous is incompetent. Galveston H. & S. A. Ry. *v.* Williams (Tex. Civ. App.), 25 S. W. 1019.

[91] *Colorado:* Thatcher *v.* Kaucher, 2 Colo. 698.

Texas: Gulf, C. & S. F. Ry. *v.* Patterson, 5 Tex. Civ. App. 523, 24 S. W. 349.

[92] DeWolf *v.* McGinnis, 106 Ill. 553.

[93] *Kansas:* Meixell *v.* Kirkpatrick, 33 Kan. 282.

New Hampshire: White *v.* Concord R. R., 30 N. H. 188.

shown in evidence of its value,[94] though the sale were a sheriff's sale;[95] and therefore evidence of the cost of the goods is admissible, in connection with other circumstances.[96] So where goods were damaged at sea, evidence of the price brought by the damaged goods at auction upon their arrival was held admissible.[97] So, in Tompkins *v.* Kanawha Board,[98] it was held that where goods were to have been sold at an agreed price at the place where their value is to be taken, such agreed price is evidence of their value. In Luse *v.* Jones,[99] in trespass for removing the plaintiff's furniture and interfering with her business as a boarding-house keeper, it was held that, although the furniture was not new, evidence of the price at which a regular dealer sold such articles was admissible as an item in estimating the value. In Jones *v.* Morgan,[100] in estimating the value of household furniture, works of art, and ornaments, the plaintiff was allowed to state the price paid for the articles. The court said:

Prices realized at forced sales cannot be shown. Lincoln *v.* Packard (Tex. Civ. App.), 60 S. W. 682.

[94] *United States:* Clews *v.* Jamieson, 182 U. S. 461, 21 Sup. Ct. 845, 45 L. ed. 1183 (auction).

Connecticut: Lyon *v.* Katten, 80 Conn. 718, 69 Atl. 534 (sales a few months later).

Maine: Norton *v.* Willis, 73 Me. 580.

Massachusetts: Baker *v.* Seavey, 163 Mass. 522, 40 N. E. 863, 47 Am. St. Rep. 475 (auction).

Michigan: Gates *v.* Comstock, 113 Mich. 127, 71 N. W. 515 (price plaintiff paid for the land).

Nebraska: Imhoff *v.* Richards, 48 Neb. 590, 595, 67 N. W. 483 (auction).

New York: Parmenter *v.* Fitzpatrick, 135 N. Y. 190, 31 N. E. 1032 (private sales of stock of stable; value a year later).

But in Rector-Wilhelmy Co. *v.* Nissen, 35 Neb. 716, 53 N. W. 670, the amount brought by goods at a forced mortgagee's sale was not allowed to be considered.

[95] *New York:* McIlhargy *v.* Chambers, 117 N. Y. 532, 23 N. E. 561; Montignani *v.* E. V. Crandall Co., 34 App. Div. 228, 54 N. Y. Supp. 517; Industrial & General Trust *v.* Tod, 52 App. Div. 195, 64 N. Y. Supp. 1093.

Utah: White *v.* Pease, 15 Utah, 170, 49 Pac. 416.

Vermont: Hildreth *v.* Fitts, 53 Vt. 684.

Contra, Pennsylvania: Sweigert *v.* Finley, 144 Pa. 266, 22 Atl. 702.

[96] *United States:* The Lucille, 169 Fed. 719.

New York: Behm *v.* Damm, 91 N. Y. Supp. 735.

Vermont: Griffin *v.* Martel, 77 Vt. 19, 58 Atl. 788.

But the price paid two years before for a machine which had since that time been used and injured was held not admissible in Hensley *v.* Orendorff, 152 Ala. 599, 44 So. 869.

[97] Guiterman *v.* Liverpool, N. Y. & P. S. S. Co., 83 N. Y. 358.

[98] 21 W. Va. 225.

[99] 39 N. J. L. 707.

[100] 24 Hun, 372.

"If the plaintiff had been restricted to direct proof of the value of the property at or near that time, it is evident that no redress could possibly be afforded for the injury and loss which she had sustained. For that reason it was a matter of strict necessity that evidence of a different character should be produced and relied upon, not as controlling in the case, but as a basis from which, in view of succeeding circumstances, a fair valuation of the property might be ascertained. . . . . What is required is that reliable and satisfactory evidence shall be produced from which the value of the property in controversy may be ascertained with a reasonable degree of certainty."

§ 1299. Offers—Price-lists—Quotations—Appraisals.

A mere offer to sell or buy at a certain price, unaccepted, cannot be shown as evidence of value.[101] But offers made in open market are evidence of value,[102] such as statements of dealers in answer to inquiries as to price,[103] or price-lists of manufacturers or dealers.[104] So the official quotations of the exchanges are admissible. Thus, in Whitney *v.* Thacher[105] brokers in Boston, members of a firm doing business and having houses established in Boston and New York, who were familiar with the market value of such goods in New York, and whose information was derived from the daily price current lists and from the return of sales daily furnished them in Boston from New York, were allowed to testify as to the value in New York. Wells, J., said: "An unaccepted offer, as an isolated transaction, is not competent evidence upon the question of value. But in a market regularly attended by buyers and sellers, an offer as well as a sale of an article of recognized uni-

[101] *Maine:* Norton *v.* Willis, 73 Me. 580 (*semble*).

Michigan: Thompson *v.* Moiles, 46 Mich. 42.

Nebraska: Winside State Bank *v.* Lound, 52 Neb. 469, 72 N. W. 486.

New Jersey: Hartman *v.* Dobar, 80 N. J. L. 250, 76 Atl. 347.

Texas: Texas & P. Ry. *v.* Randle, 18 Tex. Civ. App. 348, 44 S. W. 603.

Wisconsin: Castenholz *v.* Heller, 82 Wis. 30, 51 N. W. 432.

[102] Norton *v.* Willis, 73 Me. 580 (*semble*).

[103] Harrison *v.* Glover, 72 N. Y. 451 (*semble*).

[104] *United States:* Cliquot's Champagne, 3 Wall. 114, 18 L. ed. 116.

New York: Harrison *v.* Glover, 72 N. Y. 451. But *contra*, Cook County *v.* Harms, 10 Ill. App. 24.

[105] 117 Mass. 523.

form character, constantly bought and sold in that market, so as to have a place upon the daily price current lists, may serve to show that the market value of that article did not then exceed the price at which it was offered. It is admissible because of its publicity, and the presumption of the presence of dealers ready to purchase, and who would have done so if the offer had been below the market value. That dealers are themselves guided in their transactions by such indications of the state of the market, makes the fact one that may properly be considered in evidence." In New York it has been held that the "Shipping and Commercial Lists Prices Current" are not admissible to show value unless supported by testimony as to when and how the list was made up; [106] and this requirement would seem to be sound and reasonable. In Michigan, however, the market quotations of a Toledo newspaper were admitted to prove the value of shingles at that place on the day of publication; while the defendant was not allowed to prove the price at which he sold other shingles there on that day.[107]

The inventory and appraisal of certain goods made by a constable and his appraisers may be shown as evidence of value.[108]

§ 1300. Presumption against defendant.

* In one of the earliest cases on the subject of damages in trover,[109] where the action was brought for a jewel, several of the trade being examined to prove what a jewel of the first water, of the size in question, would be worth, the chief-justice of the Queen's Bench directed the jury that, unless the defendant produced the jewel, and showed it not to be of the first water, "they should presume the strongest against him, and make the value of the best jewels the measure of their damages"; which they did.** Where there was no evidence of the quality of cotton converted, it was held that the jury were entitled to assume it to have been of the best quality.[110] But

[106] Whelan *v.* Lynch, 60 N. Y. 469.

[107] Peter *v.* Thickstun, 51 Mich. 580.

[108] Green *v.* McCracken, 64 Kan. 330, 67 Pac. 857.

[109] Armory *v.* Delamirie, 1 Strange, 505.

[110] Curry *v.* Wilson, 48 Ala. 638. So in an action against a carrier for non-delivery. Bailey *v.* Shaw, 24 N. H. 297, 55 Am. Dec. 241.

in other forms of action, as assumpsit for goods sold, or debt for money lent, where there is no fraud in the defendant, this rule is reversed, and the jury will be instructed to presume against the plaintiff's demand. Thus, in assumpsit, in the absence of evidence as to the quality of liquor in bottles sold by the plaintiff, they were told, by Lord Ellenborough, to presume that the bottles were filled with the cheapest liquor in which the plaintiff dealt.[111] And, in debt, where the proof was simply that the plaintiff handed the defendant a bank note in reply to a request for money, the English Court of Exchequer held that the jury were rightly instructed to presume it to have been of the lowest denomination.[112]

§ 1301. Estoppel.

* Again, the acts of the parties themselves may determine the value of the thing in controversy, and operate like an absolute liquidation of damages. So, in an action on an agreement in which the defendant acknowledged that he had received of the plaintiff certain enumerated goods, attached by the plaintiff as a deputy sheriff, estimated at fifteen hundred dollars, and which the defendant promised to keep safely and deliver to the plaintiff on demand; it was held that the defendant could not give evidence that the goods were of less value than the specified sum, but that the valuation in the receipt was conclusive.[113] ** Evidence of an offer by plaintiff to sell the property is admissible as against him, to show that it is worth no more than the amount he offered to take for it; [114] and an agreement by defendant to pay a certain amount for the use of land for a term preceding his trespass upon it is admissible against him as evidence of the value of the use.[115]

§ 1302. Value of construction.

In order to prove the value or expense of repairs on a building, evidence may be received of the value of the materials and labor required.[116] So, in arriving at the value of a sleigh, the

[111] Clunnes *v.* Pezzey, 1 Camp. 8.
[112] Lawton *v.* Sweeney, 8 Jur. 964. See Jones's Appeal, 62 Pa. 324.
[113] Jones *v.* Richardson, 10 Met. 481.
[114] Hersey *v.* Ins. Co., 27 N. H. 149.
[115] Weaver *v.* Mississippi & R. R. B. Co., 28 Minn. 534, 11 N. W. 114.
[116] Hough *v.* Cook, 69 Ill. 581.

value of its component parts may be shown.[117] Upon the question of the value of a house or other building, one who is qualified to do so may give an estimate of the expense of building it.[118]

§ 1303. Of services.

The value of services may be proved by the opinion on one familiar with such value.[119] So the value of an attorney's services may be proved by an attorney who knows what the services were,[120] or upon a proper hypothetical statement.[121] But the value of skilled services is to be estimated not by inquiring what A. or B. would charge for such services, but what the services are fairly worth by the common usage or custom of compensation; and it is error to receive the testimony of witnesses as to what they would charge.[122] But evidence is proper of the price usually charged and received for similar services by others at the same place,[123] and of the past earnings of the person whose services are in question.[124] The circum-

[117] Hildreth *v.* Fitts, 53 Vt. 684.

[118] *Maine:* Tebbetts *v.* Haskins, 16 Me. 283.

Massachusetts: Hills *v.* Home Ins. Co., 129 Mass. 345.

Tennessee: Southern Oil Works *v.* Bickford, 14 Lea, 651.

[119] *Alabama:* Parker's Heirs *v.* Parker's Admr., 33 Ala. 459.

Kansas: Atchison *v.* Rose, 43 Kan. 605, 23 Pac. 561.

Michigan: Raynowski *v.* Detroit B. C. & A. R. R., 74 Mich. 15, 41 N. W. 847.

New York: Brill *v.* Flagler, 23 Wend. 354, 35 Am. Dec. 572; Lewis *v.* Trickey, 20 Barb. 387.

[120] Covey *v.* Campbell, 52 Ind. 157.

[121] Williams *v.* Brown, 28 Oh. St. 547.

[122] Pfeil *v.* Kemper, 3 Wis. 315.

[123] *United States:* Stanton *v.* Embrey, 93 U. S. 548, 23 L. ed. 983.

North Carolina: Jeffries *v.* Seaboard A. L. R. R., 129 N. C. 236, 39 S. E. 836.

Pennsylvania: McKenna *v.* Citizens' N. G. Co., 201 Pa. 146, 50 Atl. 922.

Texas: Missouri, K. & T. Ry. *v.* Lasater, 53 Tex. Civ. App. 51, 115 S. W. 103.

Vermont: Vilas *v.* Downer, 21 Vt. 419.

[124] *California:* Bonneau *v.* North Shore R. R., 152 Cal. 406, 93 Pac. 106.

Iowa: Lund *v.* Tyler, 115 Ia. 236, 88 N. W. 333.

Kansas: Chicago, R. I. & P. Ry. *v.* Posten, 59 Kan. 449, 53 Pac. 465.

New York: Beisiegel *v.* New York C. R. R., 40 N. Y. 9; Palmer *v.* Conant, 11 N. Y. Supp. 917, 58 Hun, 333; Symons *v.* Metropolitan St. Ry., 27 Misc. 502, 58 N. Y. Supp. 327.

For the distinction between personal earnings and the profits of a business, not due to personal exertions, which therefore cannot be shown, see Johnson *v.* Manhattan Ry., 52 Hun, 111, 4 N. Y. Supp. 848; Thomas *v.* Union Ry., 18 App. Div. 185, 45 N. Y. Supp. 920.

Ante, § 482a.

stances and quality of the services may be shown, as bearing on the value.[125]

§ 1304. Other value.

One who knows the sort of board and care furnished to an insane person may testify as to its value.[126] In New Hampshire it was held that as evidence of the value of board the price of similar board at a hotel ten miles distant might be shown.[127]

The value of a business may be shown by evidence of the extent of the business and the amount of profits.[128]

§ 1305. Evidence of malice or intention.

All facts directly bearing on the question of malice can be given in evidence. In Voltz *v.* Blackmar [129] it was said that "where exemplary or punitive damages are claimed, all the circumstances immediately connected with the transaction, tending to exhibit or explain the motive of the defendant, are admissible in evidence." The action was for false imprisonment, and it was held that the facts which induced the defendant to make the arrest should have been considered by the jury

[125] *Alabama:* Louisville & N. R. R. *v.* Handley, 56 So. 539.

Illinois: Graham *v.* Mattoon City Ry., 234 Ill. 483, 84 N. E. 1070 (education).

Iowa: Patton *v.* Sanborn, 133 Ia. 650, 110 N. W. 1032 (amount of labor performed as housewife).

Kentucky: Buffalo C. C. M. Co. *v.* Hodges, 98 S. W. 274, 30 Ky. L. Rep. 346 (habits of industry and sobriety).

Michigan: Kingston *v.* Fort Wayne, etc., Ry., 112 Mich. 40, 45, 40 L. R. A. 131, 70 N. W. 315, 74 N. W. 230 (dissolute habits and failure to secure employment); Herrick *v.* Wixom, 121 Mich. 384, 80 N. W. 117, 81 L. R. A. 333 (habits of intoxication).

Missouri: Latimer *v.* Metropolitan St. Ry., 126 Mo. App. 70, 103 S. W. 1102 (health).

Pennsylvania: McKenna *v.* Citizens' N. G. Co., 201 Pa. 146, 50 Atl. 922 (amount of business attended to).

[126] Kendall *v.* May, 10 All. 59.

[127] Cross *v.* Wilkins, 43 N. H. 332.

[128] *California:* Hawthorne *v.* Siegel, 88 Cal. 159, 25 Pac. 1114, 22 Am. St. Rep. 291.

Georgia: Juchter *v.* Boehm, 67 Ga. 534.

Illinois: Illinois & S. L. R. & C. Co. *v.* Decker, 3 Ill. App. 135.

Michigan: Keables *v.* Christie, 47 Mich. 594, 11 N. W. 400.

New York: Marquart *v.* LaFarge, 5 Duer, 565.

Pennsylvania: Pittsburgh Gauge Co. *v.* Ashton Valve Co., 184 Pa. 36, 39 Atl. 223.

See *New Jersey:* Lonon *v.* Public Service Co., 80 N. J. L. 252, 76 Atl. 321.

[129] 64 N. Y. 440, 21 Am. Rep. 629. But the evidence of course must be relevant. In libel, evidence of contemporaneous publication by others is not admissible if defendant was ignorant of it at the time. Witcher *v.* Jones, 17 N. Y. Supp. 491.

as bearing on the question of malice. In an action of trespass *q. c. f.*, where the defendant's malice might be a ground of exemplary damages, it has been held, in New Hampshire, that the plaintiff, being a competent witness, might testify what his motive and purpose were in doing the acts complained of.[130] In Harmon *v.* Harmon [131] it was said that acts against which the statute of limitations had run, might be given in evidence on the question of malice. In Currier *v.* Swan,[132] in an action for trespass *quare clausum fregit*, it was held that the defendant could show that he and the plaintiff had had a quarrel in the afternoon, but could not show its details. The court said: "Otherwise there would have been nothing to indicate to the jury but that the house was entered for the purpose of robbery and plunder, or something of the kind. The fact of a previous affray might have some weight upon the question of the amount of damages recoverable, and might legitimately be regarded as a part of the transaction to be investigated in this suit."

§ 1306. Of the duration of life.

Where the amount of damages depends on the length of a life in being, as in the case of a lease for life or a dower right, the courts, if not by the assent of parties, usually by the rules of their practice, resort to the standard mortality or annuity tables, as the Northampton, Wigglesworth, Carlisle or American Tables.[133] The value of the life for a year being ascertained

[130] Norris *v.* Morrill, 40 N. H. 395.

[131] 61 Me. 233.

[132] 63 Me. 323.

[133] *United States:* Colusa Parrot Mining & Smelting Co. *v.* Monahan, 162 Fed. 276, 89 C. C. A. 256.

Alabama: Southern Ry. *v.* Cunningham, 152 Ala. 147, 44 So. 658.

Delaware: McMahon *v.* Bangs, 5 Pennew. 178, 62 Atl. 1098.

Georgia: Collins Park & B. R. R. *v.* Ware, 112 Ga. 663, 37 S. E. 975.

Indiana: Pittsburgh, C., C. & S. L. Ry. *v.* Lightheiser, 168 Ind. 438, 78 N. E. 1033; Pittsburgh, C., C. & S. L. Ry. *v.* Sudhoff, 173 Ind. 314, 90 N. E. 467.

Iowa: Chase *v.* Burlington, C. R. & N. Ry., 76 Ia. 675, 39 N. W. 196; Scagel *v.* Chicago, M. & S. P. Ry., 83 Ia. 380, 49 N. W. 990.

Kentucky: Greer *v.* Louisville & N. R. R., 94 Ky. 169, 21 S. W. 649; Louisville & N. R. R. *v.* Campbell, 122 S. W. 848.

Massachusetts: Banks *v.* Braman, 195 Mass. 97, 80 N. E. 799.

Michigan: Howell *v.* Lansing E. Ry., 136 Mich. 432, 99 N. W. 406; Haney *v.* Pinckney, 155 Mich. 656, 119 N. W. 1099.

Nebraska: Lincoln *v.* Smith, 28 Neb. 762, 45 N. W. 41; Swift *v.* Holoubek, 55 Neb. 228, 75 N. W. 584.

by the jury, the expectation of the life becomes a matter of calculation from the tables.[134] So in the statutory action for causing death,[135] or in an action for permanent personal injury.[136] But in Shippen & Robbins's Appeal,[137] in estimating the value of an estate by the curtesy, the court held that the Carlisle Tables were not authoritative, but that the probable expectation of life must be estimated from the particular circumstances. The tables must be proved to be standard tables, and will not otherwise be admitted;[138] but it has been held that the court will take judicial notice that certain tables are standard tables.[139] The tables are not conclusive on the jury,[140] but must be considered in the light of other evidence, such as the health and strength of the person in question.[141] Life tables need not be introduced at all. The jury may find the probable

New York: Hall *v.* Germain, 59 Hun, 626, 14 N. Y. Supp. 5.

Oklahoma: Shawnee *v.* Slankard, 116 Pac. 803.

Pennsylvania: Campbell *v.* York, 172 Pa. 205, 33 Atl. 879; Kerrigan *v.* Pennsylvania R. R., 194 Pa. 98, 44 Atl. 1069.

Texas: Galveston H. & S. A. Ry. *v.* Leonard (Tex. Civ. App.), 29 S. W. 955; Gulf, C. & S. F. Ry. *v.* Johnson, 10 Tex. Civ. App. 254, 31 S. W. 255; Missouri, K. & T. Ry. *v.* McGlamory (Tex. Civ. App.), 34 S. W. 359; Gulf, C. & S. F. Ry. *v.* Mangham, 95 Tex. 413, 67 S. W. 765; San Antonio & A. P. Ry. *v.* Moore, 31 Tex. Civ. App. 371, 72 S. W. 226.

Washington: Hodd *v.* Tacoma, 45 Wash. 436, 88 Pac. 842; Suell *v.* Jones, 49 Wash. 582, 96 Pac. 4.

Wisconsin: Waterman *v.* Chicago & A. R. R., 82 Wis. 613, 52 N. W. 247; Hackett *v.* Wisconsin Cent. Ry., 141 Wis. 464, 124 N. W. 1018.

[134] How *v.* How, 48 Me. 428.

[135] *Georgia:* Georgia R. R. & B. Co. *v.* Oaks, 52 Ga. 410; Central R. R. *v.* Crosby, 74 Ga. 737, 58 Am. Rep. 463.

Wisconsin: McKeigue *v.* Janesville, 68 Wis. 50, 31 N. W. 298.

[136] *Georgia:* Atlanta & W. P. R. R. *v.* Johnson, 66 Ga. 259; Northeastern R. R. *v.* Chandler, 84 Ga. 37, 10 S. E. 586.

Iowa: Coates *v.* Burlington, C. R. & N. Ry., 62 Ia. 487, 17 N. W. 760.

Nebraska: Lincoln *v.* Smith, 28 Neb. 762, 45 N. W. 41.

Texas: Texas M. Ry. *v.* Douglass, 69 Tex. 694.

[137] 80 Pa. 391.

[138] Banks *v.* Braman, 195 Mass. 97, 80 N. E. 799.

[139] Pittsburg, C., C. & S. L. Ry. *v.* Sudhoff, 173 Ind. 314, 90 N. E. 467.

[140] *United States:* Kountz *v.* Toledo, S. L. & W. R. R., 189 Fed. 494.

Montana: Robinson *v.* Helena L. & Ry., 38 Mont. 222, 99 Pac. 837.

Pennsylvania: Kerrigan *v.* Pennsylvania R. R., 194 Pa. 98, 44 Atl. 1069; Pauza *v.* Lehigh V. C. Co., 231 Pa. 577, 80 Atl. 1126.

See *ante*, § 485a.

[141] *Iowa:* Peterson *v.* Brackey, 143 Ia. 71, 119 N. W. 967 (habits of intoxication).

Michigan: Denman *v.* Johnston, 85 Mich. 387, 48 N. W. 565.

Rhode Island: Colbert *v.* Rhode Island Co., 67 Atl. 446.

duration of life entirely from other evidence,[142] such as the age reached by the person's ancestors.[143]

§ 1307. Of pain.

The fact of death by drowning is enough of itself to prove both physical and mental pain.[144] When physical or mental pain is to be proved affirmatively, evidence of the acts and exclamations of the sufferer are competent evidence.[145] Thus, in an action for breach of promise of marriage, the plaintiff's father was allowed to testify that after the defendant left her, she became more melancholy, possessed less life and animation, and was found weeping.[146] Extraneous occurrences have been held inadmissible to prove special susceptibility to mental suffering;[147] but on the other hand it has been held proper to show that plaintiff is a Christian Scientist, as tending to show insensibility, if he chooses, to physical and mental pain.[148]

Evidence that the injury can be cured by a slight operation is admissible.[149]

§ 1308. Of a former verdict.

The jury should not be told the amount of a former verdict

[142] *Minnesota:* Deisen *v.* Chicago, S. P., M. & M. Ry., 43 Minn. 454, 45 N. W. 864.

Pennsylvania: Benson *v.* Altoona & L. V. E. Ry., 228 Pa. 290, 77 Atl. 492.

Texas: Missouri V. B. & I. Co. *v.* Ballard, 53 Tex. Civ. App. 110, 116 S. W. 93.

[143] Haynes *v.* Waterville & O. St. Ry., 101 Me. 335, 64 Atl. 614.

[144] Clark *v.* Manchester, 64 N. H. 471. And where physical pain is proved mental suffering need not be shown by independent evidence. International & G. N. R. R. *v.* Mitchell, (Tex. Civ. App.), 60 S. W. 996.

[145] *Iowa:* Patton *v.* Sanborn, 133 Ia. 650, 110 N. W. 1032.

Massachusetts: Bacon *v.* Charlton, 7 Cush. 581.

Michigan: Jones *v.* Portland, 88 Mich. 598, 50 N. W. 731.

New York: Caldwell *v.* Murphy, 11 N. Y. 416.

North Carolina: Bowen *v.* Seaboard A. L. Ry., 60 S. E. 898.

Texas: Missouri, K. & T. Ry. *v.* Zweiner (Tex. Civ. App.), 38 S. W. 375; Missouri, K. & T. Ry. *v.* Linton (Tex. Civ. App.), 141 S. W. 129.

Wisconsin: McKeigue *v.* Janesville, 68 Wis. 50, 31 N. W. 298; King *v.* Oshkosh, 75 Wis. 517, 44 N. W. 745; Keller *v.* Gilman, 93 Wis. 9, 66 N. W. 800.

[146] Tobin *v.* Shaw, 45 Me. 331, 71 Am. Dec. 547.

Acc., in a case of personal injury: Gulf, C. & S. F. Ry. *v.* Moore, 28 Tex. Civ. App. 603, 68 S. W. 559.

[147] Tingley *v.* Times Mirror Co., 151 Cal. 1, 89 Pac. 1097.

[148] Fort Worth & D. C. Ry. *v.* Travis, 45 Tex. Civ. App. 117, 99 S. W. 1141.

[149] Leitzell *v.* Delaware, L. & W. R. R. (Pa.), 81 Atl. 542.

in the case, and if told they should be cautioned to disregard it.[150] Nor can they be informed of the amount of the verdict in another similar case.[151]

§ 1309. Physical examination.

The court has discretion to order a witness to so some physical act before the jury, such as walking across the room.[152] An injured party may exhibit his wounds to the jury,[153] and such is probably the actual practice everywhere, at least in the case of ordinary injuries. The case commonly cited in support of the proposition does not go so far.[154] In that case the injured party was allowed to exhibit his wounds to a surgeon who was testifying, though the defendant objected that the jury might see them, and be influenced thereby. But a case in the Superior Court of New York decides that the injury may be exhibited to the jury.[155]

An interesting question has recently arisen as to the right of the court to compel the injured party to submit to an examination by physicians. The right was contested on the ground that it was an indignity to the injured party, but the doctrine seems now to be well settled in several jurisdictions that the court may in its discretion compel him to submit to a reasonable and proper examination by disinterested physicians.[156] In other jurisdictions, however, the court has no

[150] Ball *v.* Keokuk & N. W. Ry., 74 Ia. 132, 37 N. W. 110.

[151] Baldwin's Appeal, 44 Conn. 37.

[152] Hatfield *v.* St. Paul & D. R. R., 33 Minn. 130, 22 N. W. 176.

[153] *Iowa:* Schroeder *v.* Chicago, R. I. & P. Ry., 47 Ia. 375; Faivre *v.* Manderschied, 117 Ia. 724, 90 N. W. 76.

Michigan: French *v.* Wilkinson, 93 Mich. 322, 53 N. W. 530 (cannot show several years after the accident without evidence to show how far changed).

Texas: Jackson *v.* Wells, 13 Tex. Civ. App. 275, 35 S. W. 528.

[154] Mulhado *v.* Brooklyn City R. R., 30 N. Y. 370.

[155] Jordan *v.* Bowen, 46 N. Y. Super. Ct. 355.

[156] *United States:* Chicago & N. W. Ry. *v.* Kendall, 167 Fed. 62, 93 C. C. A. 422.

California: Johnston *v.* Southern Pac. Co., 150 Cal. 535, 89 Pac. 348.

Iowa: Schroeder *v.* Chicago, R. I. & P. Ry., 47 Ia. 375.

Kansas: Atchison, T. & S. F. R. R. *v.* Thul, 29 Kan. 466, 44 Am. Rep. 659; Ottawa *v.* Gilliland, 63 Kan. 165, 65 Pac. 252; Atchison, T. & S. F. Ry. *v.* Palmore, 68 Kan. 545, 75 Pac. 509.

Kentucky: Keller *v.* Berry, 121 S. W. 1009 (must be by impartial physician).

Maryland: United R. & E. Co. *v.* Cloman, 107 Md. 681, 69 Atl. 379.

Michigan: Fillingham *v.* Michigan United Rys., 154 Mich. 233, 117 N. W. 635 (must be by impartial physician).

power to order such an examination without the plaintiff's consent.[157] In no jurisdiction will an examination be ordered if it would produce serious discomfort or injurious consequences.[158]

§ 1310. Approximate evidence.

* The application of the rules which we have thus examined, in regard to the proof necessary to establish a claim for damages, often renders it difficult, if not impossible, to arrive with precise accuracy at the object of the inquiry. But justice is after all but an approximate science, and its ends are not to be defeated by a failure of strict and mathematical proof. The following language of Mr. Justice Story is full of good sense, and susceptible of frequent and wide application:

"It is said that it is difficult and indeed impracticable, to ascertain its true and exact value, when thrown overboard. There may be difficulty, and perhaps an impossibility, to ascertain its exact and minute value, for we have no means of weigh-

Missouri: Shamp *v.* Lambert, 142 Mo. App. 567, 121 S. W. 770.

Wisconsin: White *v.* Milwaukee C. Ry., 61 Wis. 536, 21 N. W. 524, 50 Am. Rep. 154.

[157] *Delaware:* Mills *v.* Wilmington City Ry., 1 Marvel, 269, 40 Atl. 1114.

Illinois: Chicago *v.* McNally, 227 Ill. 14, 81 N. E. 23, affirming 117 Ill. App. 434, 128 Ill. App. 375; Pronskevitch *v.* Chicago & A. Ry., 232 Ill. 136, 83 N. E. 545 (but if plaintiff submits his body to the jury for examination, an examination by physicians may be ordered); Kellyville Coal Co. *v.* Moreland, 121 Ill. App. 410.

New York: At common law: McSwyny *v.* Broadway & S. A. R. R., 54 Hun, 637, 7 N. Y. Supp. 456 (but see Walsh *v.* Sayre, 52 How. Pr. 334); Cole *v.* Fall Brook Coal Co., 87 Hun, 584, 34 N. Y. Supp. 572.

But by Laws of 1893, chap. 721, the court may grant the order for an examination as a matter of discovery. Lyon *v.* Manhattan Ry., 7 Misc. 401, 27 N. Y. Supp. 966; Wunsch *v.* Weber, 29 N. Y. Supp. 1100; Green *v.* Middlesex R. R., 10 Misc. 473, 32 N. Y. Supp. 177; Smith *v.* New Jersey & H. R. R. & F. Co., 123 App. Div. 493, 108 N. Y. Supp. 415. The examination will not be ordered where the object of the examination was not to obtain proper discovery as to the nature of the injury. Smyth *v.* Lichtenstein, 137 App. Div. 335, 122 N. Y. Supp. 74.

Oklahoma: Kingfisher *v.* Altizer, 13 Okla. 121, 74 Pac. 107.

Texas: St. Louis & S. W. Ry. *v.* Lindsey (Tex. Civ. App.), 81 S. W. 87; International & G. N. R. R. *v.* Butcher (Tex. Civ. App.), 81 S. W. 819; San Antonio & A. P. Ry. *v.* Spencer (Tex. Civ. App.), 119 S. W. 716. The examination must be by an unprejudiced physician. Houston & T. C. R. R. *v.* Berling, 14 Tex. Civ. App. 544, 37 S. W. 1083.

[158] Atchison, T. & S. F. Ry. *v.* Palmore, 68 Kan. 545, 75 Pac. 509.

ing it in scales, or fixing its positive price. But the same difficulty occurs in many other cases of insurance; as in cases of injuries to sails, or rigging, or spars, by tempest, or by cutting them away in cases of jettison; and yet no one doubts that they must be contributed for according to their value, ascertained by a jury, in the exercise of a sound discretion, upon proper evidence. Suppose that fruit is insured, and the vessel has a long passage, in which, by ordinary waste and decay, it must suffer some deterioration, and then a storm occurs, in which it suffers other positive damage and injury, or there is a jettison thereof; how are we to ascertain what diminution is to be attributed to natural waste and decay, and what to the perils of the seas? or what was its true value at the time of the jettison? There can be no positive and absolute certainty. The most that can be done, is to ascertain, by the exercise of a sound judgment, what, under all the circumstances, may reasonably be attributed to one cause, and what to the other. Absolute certainty in cases of this sort is unattainable. All that we can arrive at is by an approximation thereto; and yet no man ever doubted that such a loss must be paid for if it is covered by the policy." [159] **

§ 1310a. Damage imported from the circumstances.

In some cases the circumstances themselves import damage, and no independent evidence of damage need be offered.

So in actions against banks for dishonoring checks, substantial damages are recoverable without any proof of damages if the case is such that *imports* damages. In the earlier cases it was held that while for a refusal to pay money, as in case of a note, only the money due could be recovered, still if the declaration showed plaintiff to be *a trader* and the cause of action was dishonoring his check or draft, he could recover damages without proving special damage, because the fact that he was a trader imported such damage. Now, it seems to be the doctrine of the American cases that the act in itself imports injury and that special damages need not be alleged or proved in any case.[160] Another class of cases is nuisances;

[159] Rogers *v.* Mechanics' Ins. Co., 1 Story, 603, 609.

[160] *Georgia:* Atlanta Nat. Bank *v.* Davis, 96 Ga. 334, 23 S. E. 190.

in many cases of nuisances damages are given which are incapable of any estimation by evidence.[161]

Illinois: Schaffner *v.* Ehrman, 139 Ill. 109, 28 N. E. 917, 15 L. R. A. 135.

Pennsylvania: Patterson *v.* Marine Nat. Bank, 130 Pa. 419, 18 Atl. 632.

Tennessee: J. M. James Co. *v.* Continental Nat. Bank, 105 Tenn. 1, 58 S. W. 261, 51 L. R. A. 255.

England: Prehn *v.* Royal Bank, L. R. 5 Ex. 92.

Ante, § 171a.

[161] Van Fossen *v.* Clark, 113 Ia. 86, 84 N. W. 989; Wood, Nuisances, § 866.

CHAPTER LVII

COURT AND JURY

§ 1311. Relative power of judge and jury.
1312. Analogies of Roman jurisprudence.
1313. Formulæ.
1314. Changes wrought by the Empire.
1315. Origin and development of the Anglo-Saxon judicial procedure.
1316. Former indefinite separation between province of court and of jury.
1317. Present separation of functions.
§ 1318. Exemplary damages—Aggravation and mitigation.
1318a. Double and treble damages.
1319. Modifications—Setting aside verdict.
1320. Instructions on questions of damages.
1321. Effect of erroneous instructions.
1322. Power of jury to act without evidence of damages.
1323. Wrong measure of damages adopted by jury.
1324. Modes of computing damages allowed the jury.

§ 1311. Relative power of judge and jury.

* As the final decision of every case involving an issue of fact is pronounced by the jury in giving their verdict, and as that verdict also expresses the amount of compensation which the party in fault is to make, it is plain that, unless the court retain to itself some control over the action of the jury, their power over the subject of remuneration would be practically unlimited. We have, then, yet to see what remedy is provided if the jury disregard the rules laid down for their government; and this necessarily brings us to a consideration of the relative powers of the judge and the jury.

§ 1312. Analogies of Roman jurisprudence.

One of the most marked peculiarities of the Anglo-American system of jurisprudence, perhaps its most striking feature, is that division of power by which the decision of questions of law is given to the court, and that of questions of fact to the jury. It is an error to suppose that this division is altogether peculiar to our system, or that it is exclusively of English

origin. The recent labors of the German scholars, assisted by the discovery of Gaius, in 1816, have disclosed the true nature of the procedure by the *formula* in the republican period of the Roman jurisprudence; and the analogies that it furnishes on the present branch of our subject are too striking to be overlooked.

The despotism of Augustus and his successors introduced changes into the administration of justice analogous to those which it wrought in the general framework of the imperial government. Its peculiar characteristics were centralization and despotism; it established in all branches of the system a gradation of ranks, deriving their existence from and dependent upon the will of the emperor alone, and it destroyed every vestige of popular action. The first and most important of these changes in the machinery of the law was by abolishing the *judices* or jurors, to make the judges absolute masters of the whole cause, subject only to the right of appeal; which, in probably all cases, might carry the suitor before the Cæsar himself; and this led directly to the adoption of written and secret instead of oral and public discussion. Thus was produced the system which, in its general outline, ruled continental Europe almost exclusively till the adoption of the Code Napoleon.

But the plan on which justice was administered at Rome in the time of Cicero, perhaps the most truly great period of its development, was very different. The Romans during their republican epoch were too jealous of power to give to the judiciary an uncontrolled authority over questions both of law and fact. The judicial functions were divided, as with us, by an analogous and in some cases by an identical line. The suit was instituted before a magistrate, usually the prætor; and the proceedings before him were termed *in jure*. Here the cause of action was stated, the defence set up, and the issue whether of law or of fact formed. In other words, the pleadings were put in. To this issue was then joined the instructions proper for its trial, and the issue and instructions together were termed the *formula*. A *judex* or referee was then appointed. This was called *datio judicis*. The cause was then turned over to him; and he decided the question submitted to him, accord-

ing to the instructions contained in the *formula*. The proceedings before him were termed *in judicio*.

§ 1313. Formulæ.

The *formula* succeeded the old *legis actiones*, which, by their technical severity, had become odious. These forms were abolished, and the *formula* introduced, by the *Lex Æbutia*, the precise date of which is uncertain, but the better opinion would seem to be that it was passed early in the seventh century of the city, or not long before the period of Cicero.[1]

The *formulæ* were of two kinds, according as they turned on questions of law or questions of fact, *formulæ in jus conceptæ* and *formulæ in factum conceptæ*. A single instance of the latter kind will sufficiently exhibit their character: *Judex esto; si paret A. Agerium apud N. Negidium mensam argenteam deposuisse eamque dolo malo N. Negidii A. Agerio redditam non esse, quanti ea res erit tantam pecuniam judex N. Negidium A. Agerio condemnato; si non paret, absolve.* Which may be rendered thus: Let this cause be referred to——. If it shall appear that A. Agerius deposited a silver table with N. Negidius, and that through the fraud of the latter it has not been returned to the owner, let the judge condemn N. Negidius to pay to A. Agerius its value. If it shall not so appear, let him decide for the defendant. This is precisely such a charge as might be given to a jury any day in an English or American court.

There is a passage in Cicero, where, while denouncing the perversion of the administration of justice under Verres in Sicily, he gives a very striking picture of the uses and abuses of this division of the judicial functions.[2] "No one," he exclaims, "can hold or recover his house, his estate, his paternal property, if, when they are sued for, a dishonest prætor, from whom there is no appeal, appoints any one whom he pleases judge; or if a profligate and worthless judge decides what the prætor orders; or if, again, the prætor so frame the order (*formula*) that not even the wisest and best judge can decide otherwise. If, for instance, he appoints L. Octavius (an unexceptionable man) *judex* with the *formula, if it shall appear*

[1] Gaius by Heff, cap. vii, p. 23. [2] In Verr. II, l. 2, § 12.

that the property in controversy belongs to P. Servilius, order him to deliver it to Catulus, is not Octavius forced to compel Servilius to deliver the property to Catulus, although it do not belong to him?" This is precisely what might occur under our procedure, if the judge were corrupt; and without any corruption, it is precisely the error which the system of exceptions to the charge is intended to correct.

The *formula* thus took the place of our charge to the jury. As that charge does, it stated hypothetically the verdict or judgment to be rendered, and gave the instructions according to which the issue should be decided. The only material difference is, that it was in some cases given before the witnesses were heard. The state of facts was therefore assumed to appear correctly in the allegations of the parties; and the instructions of law arising on these facts were given before the testimony was taken. This may now appear awkward and inconvenient, but does not in principle differ from our own mode.

§ 1314. Changes wrought by the empire.

This system was, as has been already said, effaced by the despotism of the empire. The independence of such a judiciary was, of course, hostile to that centralization which was the essence of the imperial organization; the *judices* were abolished, and the decision of the entire cause given to the court alone. This resulted in the abolition of all oral discussion; and such was the system in force at the time when the Institutes of Justinian condensed and embodied the Roman law. Such, too, was the system which was adopted when civilization resumed its progress in continental Europe, and so it remained till the French reforms introduced the jury in certain cases.

§ 1315. Origin and development of the Anglo-Saxon judicial procedure.

In the meantime, however, in the island inhabited by that great people from whom we derive our origin, a system analogous to the Roman system in its best days had grown up; a system of unknown origin, whether a relic of Roman, or a child of German liberty, it is perhaps impossible now to say

but marked by very peculiar and distinct features, and claiming as its chief merits two great principles, oral and public discussion, and a division of the judicial functions between the court and the jury.[3] **

§ 1316. Former indefinite separation between province of court and of jury.

* It is very plain, from the early records of our jurisprudence, imperfect as they are, that the relative powers of the court and the jury were at first very loosely defined, and that many important changes and modifications have been from time to time introduced. So, originally, the jurors were the witnesses themselves, and found their verdict on their own knowledge of the facts. And in a very large class of cases, not falling within those in which exemplary damages may be claimed the jury exercised an almost unlimited control over the subject of remuneration. On the other hand, the court, in many cases of default and demurrer, took the disposition of the facts of the case to themselves, and pronounced the judgment. Thus, it was at one time held that the court could dispose of the case if the plea were sent to be tried in a foreign county, for the jury there had not full knowledge of the fact.[4] And so, where the court could increase damages, it was held they could mitigate them.[5] So, also, in an early author, it is said, that "though the justices use to award inquest of damages when they give judgment by default, yet they themselves may tax the damages if they will." [6] So, too, from another early case, where judgment was given by default, it seems clear that the judges originally

[3] Nor is the division of power between the magistrate and the *judex*, the only important analogy between the Roman and the English systems of jurisprudence. Two different and distinct bodies of law, as distinct and different as common law and equity with us, existed in the early days of the Roman system. *La civilization Romaine*, says Troplong, *s'est developpée sous l'influence de deux elemens, qu'on pourrait en quelque sorte appeler de première et de seconde formation, et qui ont reçu ensemble dans une longue alternative de lutte et de rapprochement, jusque ce que le temps ait amené leur fusion plus ou moins complète. . . . Sa formule la plus large et la plus haute c'est le jus civile et l'æquitas, sans cesse opposés l'un à l'autre, comme deux principes distincts et inegaux. De l'Influence du Christianisme sur le Droit Civil des Romains, par* M. Troplong, ch. iii.

[4] 1 Rol. 572, l. 50.

[5] 1 Rol. 572, l. 25–8; 573, l. 7.

[6] Viner Abr. Dam. I, 3.

might award damages without the intervention of a writ of inquiry.[7] So, too, on demurrer, and in actions of debt, the sum being certain, this power seems to have been exercised at a much later day.[8]

The following case shows the unsettled condition of the law in the respect we are now considering. A motion being made to increase damages, because the jury had only given twelve pence, whereas the plaintiff's arm was broken; Rolle, C. J., refused, because it did not appear by the declaration what manner of maiming it was that he received.[9] It was early decided, however, that the justices of Nisi Prius could not increase the damages,[10] nor the court on the certificate of the justices of Nisi Prius.[11] ** The court, at a comparatively early day, refused to increase the damages on an affidavit of all the jurors, that they had thought the effect of their verdict would be to give the plaintiff more than it did, when the application was made "at a distance of time after trial." [12]

In certain cases, however, the power of the court over the verdict was allowed. So, in some instances, on bills of exchange, the court assessed the damages without the intervention of a jury.[13] So, in case of mayhem, the courts exercised the power of altering, and even increasing the verdict. Thus, where a verdict had been found for the plaintiff of £150, and it was moved to increase the damages, Lee, C. J., said: "There is no doubt but the court can increase the damages in this case, even upon view of the party maimed." But they held the £150 sufficient, and discharged the rule.[14] By the practice which

[7] So says Brooke, Dam., *pl.* 55. *Le def. fist defaut et le pl' recouer' dams a iv, li. taxe p. l'court et non dam. come il count, quod nota q. le court mesme taxa les Damages.*

[8] Bro., Dam., *pl.* 56: *Sur demur. in ley, le court poet agard damag sauns inquire de cco per curiam qd. nota. Vide,* also *pl.* 59, 68, 194. See Sayer on Damages, ch. xx, 105; Holdipp *v.* Otway, 2 Sand. 102; 21 Car. 2, Sayer, 107.

[9] Jervis *v.* Lucas, Style, 345.

[10] 1 Rol. 573, l. 30.

[11] 1 Rol. 572, l. 20.

[12] Jackson *v.* Williamson, 2 T. R. 281.

[13] Robinson *v.* Reynolds, 2 Q. B. 196; Clement *v.* Lewis, 3 Br. & B. 297. So in New York the damage could be assessed by the clerk, on promissory notes, bills, etc., but not on the common counts nor unliquidated demands; and in regard to this, several cases have been decided. Burr *v.* Waterman, 2 Cow. 36, n.; Colden *v.* Knickerbacker, 2 Cow. 31; Rogers *v.* Coleman, 3 Cow. 62; Beard *v.* Van Wickle, 3 Cow. 335; Seeber *v.* Yates, 6 Cow. 40.

[14] Brown *v.* Seymour, 1 Wils. 5.

prevailed for a time, the court, in actions for injuries to the person, itself often took a view of the injury, and thereupon increased or mitigated the damages found by the jury according to its judgment.[15] So where in such a case a jury gave twenty marks damages, on a view in court, and information of the surgeons present, the court increased the damages, because the party lost the use of his arm.[16] And as lately as 1856, an appeal from the decision of the circuit judge denying a motion to increase the damages *super visum vulneris* was formally argued before the South Carolina Court of Appeals, in an action of trespass *vi et armis*, where the jury had awarded the moderate sum of $30 for a mayhem, whereby one of the plaintiff's eyes and his right thumb were destroyed. The court held that the old common-law practice, on which the motion was founded, had been abrogated by disuse. The rule gradually developed was now long established, that in all cases sounding in damages, these damages are to be assessed by a jury under the direction of the court, and not by the court independently of the jury.[17] * But the fluctuations and oscillations of the system have been gradually corrected and brought under fixed rules. The progress of time and the accumulation of experience enable us now to draw the lines of demarcation with great clearness, and the complication of the machinery disappears when carefully examined.

§ 1317. Present separation of functions.

The first leading proposition on which the whole structure of our system depends is, that the court decides all questions of law. Statutes are expounded, contracts interpreted, written instruments construed, evidence admitted or excluded, by the court and by the court alone.[18] And it necessarily follows from this, that if the jury disregard the instructions of the court on any question of law, their verdict will be set aside. It is by the exercise of this power alone that the control of the court over questions of law can be preserved. The

[15] See the cases collected in Rolle's Abr., pp. 571, 572; also, Brooke, Dam. 49, 86, 87.

[16] Freeman *v.* Trevers, 1 Rol. Abr. 572.

[17] McCoy *v.* Lemon, 11 Rich. L. 165.

[18] U. S. *v.* Hodge, 6 How. 279, 12 L. ed. 437.

correlative proposition to this is, that the jury decides all questions of fact. Where the facts are admitted, the rights of the parties must depend on a pure question of law, and they are, of course, under the control of the court; but the instant that an issue of fact is presented, the decision of the cause passes from the court to the jury. The rule giving the jury the decision of all questions of fact, if no exception were admitted, would, as has been said, effectually make the jury masters of the whole matter in controversy. Various modifications have, therefore, been introduced to it,** as for instance that the discretion of the jury must be based upon facts and circumstances proved in the case,[19] and in some cases the rule is changed by statutory enactment. Thus, the Revised Statutes of Indiana have abrogated the common-law rule, that, in an action of tort, the court cannot assess the damages. Under that provision the right to a jury trial of the question of damages is waived by not appearing.[20] And, in Louisiana, the Supreme Court have power to increase the damage on appeal.[21] And it is well settled that provisions of law providing for the ascertainment of damages without the intervention of a jury, in the case of the taking of land under the right of eminent domain, do not violate the constitutional requirement of trial by jury.[22]

§ 1318. Exemplary damages—Aggravation and mitigation.

We have already seen [23] that the allowance and amount of exemplary damages is a question for the jury. The court has, as in every case involving the determination of questions of fact, the right to instruct the jury that there is no evidence to justify them in allowing exemplary damages, and it is error to submit the question of exemplary damages to the jury if there is no such evidence; [24] and the court has the power in this, as in any other case, of setting aside the verdict as exces-

[19] Iaeger *v.* Metcalf, 11 Ariz. 283, 94 Pac. 1094.

[20] Langdon *v.* Bullock, 8 Ind. 341.

[21] Donnell *v.* Sandford, 11 La. Ann. 645.

[22] *United States:* Bonaparte *v.* Camden & A. R. R., 1 Bald. 205.

New York: Beekman *v.* Saratoga & S. R. R., 3 Pai. 45.

See McDuffee *v.* Fellows, 157 Mich. 664, 122 N. W. 276.

[23] §§ 387, 388.

[24] Lexington Ry. *v.* Fain, 80 S. W. 463, 25 Ky. L. Rep. 2243.

sive.[25] But if there is any evidence which would justify the jury in allowing exemplary damages, the question whether such damages shall be allowed, and if so, what the amount of them shall be, is entirely for the jury, and a direction that they shall give exemplary damages is erroneous.[26]

Upon the same principle the amount of weight to be allowed evidence in mitigation or aggravation is entirely for the jury; and it would seem that the question whether certain evidence tends to mitigate or aggravate damages is one of fact for the jury.[27] It has, however, been said in Missouri [28] that "what circumstances will mitigate or aggravate a wrong done, is a question of law, and if any such circumstances exist, they should be pointed out by the court.

§ 1318a. Double and treble damages.

Where a plaintiff is entitled to double or treble damages it is immaterial whether the jury find actual damages and they are multiplied by the court, or the jury themselves find the multiple amount.[29] In New York it has been held that when the plaintiff is entitled to recover treble damages unless it appears from the record that the verdict is for single damages, it will be presumed that the treble value was found.[30]

§ 1319. Modifications—Setting aside verdict.

* In the first place, a verdict may be set aside because it is against the weight of testimony. This power is, however, very sparingly exercised; and on mere questions of fact the court always interferes with great hesitation and reluctance. So, a verdict will not be disturbed merely because it appears that

[25] § 388.

[26] Neeb *v.* Hope, 111 Pa. 145; see § 387.

Therefore a verdict cannot be set aside because the jury failed to include exemplary damages.

New York: Rockefeller *v.* Lamora, 106 App. Div. 345, 94 N. Y. Supp. 549.

Tennessee: Simpson *v.* Markwood, 6 Baxt. 340.

And the amount must be left entirely to the jury.

Georgia: Selman *v.* Barnett, 4 Ga. App. 375, 61 S. E. 501.

North Carolina: Blow *v.* Joyner, 72 S. E. 319.

[27] See § 52.

[28] Rains *v.* St. Louis, I. M. & S. Ry., 71 Mo. 164, 36 Am. Rep. 459.

[29] *Colorado:* Richards *v.* Sanderson, 39 Colo. 270, 89 Pac. 769.

South Dakota: Jensen *v.* South Dakota Cent. Ry., 25 S. D. 406, 127 N. W. 650.

Ante, § 930a.

[30] Prignitz *v.* McTiernan, 18 Misc. 651, 43 N. Y. Supp. 974.

the jury have reasoned incorrectly. In a case in the English Common Pleas, Maule, J., said: "We are not, however, to set aside a verdict because the jury, one *or all* of them, may have reasoned inconclusively. If such a doctrine were to prevail, scarcely any verdict would stand. The trial by jury is not founded upon a supposition so absurd, as that the whole twelve will reason infallibly from the premises to the conclusion."

So, again, where a judge who tries a cause in trespass recommends a verdict for nominal damages, but the jury give substantial damages (£5), such a verdict will not be set aside as perverse.[31] And this rule has been repeatedly affirmed in this country. So, in Mississippi, it has been decided that a verdict will always be permitted to stand, unless it is opposed by a decided preponderance of the evidence, or is based on no evidence whatever; [32] and, in Texas, that the verdict of a jury founded on conflicting testimony will not be set aside, unless it be very apparent that they decided wrongly.[33]

§ 1320.[a] Instructions on questions of damages.

The jury should have such guidance from the court, in the form of instructions on the law of damages applicable to the facts shown as will enable them to understand and act upon the evidence.[34] And the instructions should state the law in sufficient detail, and not, by too general a charge, give the jury a "roving commission" to find such damages as they please.[35]

[a] For § 1320 of the eighth edition see § 1325.

[31] Chilvers *v.* Greaves, 5 Man. & Gr. 578.

[32] Cicely *v.* State of Mississippi, 13 Sm. & M. 202.

[33] Perry *v.* Robinson, 2 Tex. 400.

[34] *Missouri:* Howes *v.* Kansas City S. Y. Co., 103 Mo. 60, 15 S. W. 751.

Nebraska: Hoover *v.* Haynes, 65 Neb. 557, 93 N. W. 732.

Pennsylvania: Pauza *v.* Lehigh V. C. Co., 231 Pa. 577, 80 Atl. 1126.

Texas: Lyon *v.* Bedgood (Tex. Civ. App.), 117 S. W. 897.

[35] *Alabama:* Southern Ry. *v.* Cochran, 149 Ala. 673, 42 So. 100.

Illinois: Haisler *v.* Hayden, 124 Ill. App. 264.

Indiana: Monongahela R. C. C. & C. Co. *v.* Hardsaw, 169 Ind. 147, 81 N. E. 492; Knoefel *v.* Atkins (Ind.), 81 N. E. 601; Chicago & E. R. R. *v.* Fretz, 173 Ind. 519, 90 N. E. 76.

Kentucky: Lexington Ry. *v.* Herring, 97 S. W. 1127, 30 Ky. L. Rep. 269; Louisville & N. R. R. *v.* Farris, 100 S. W. 870, 30 Ky. Law Rep. 1193.

Mississippi: Carbolineum W. P. & M. Co. *v.* Meyer, 76 Miss. 586, 25 So. 297.

Missouri: Camp *v.* Wabash R. R., 94 Mo. App. 272, 68 S. W. 96.

New York: Rhodes *v.* Union Ry., 52 Misc. 501, 102 N. Y. Supp. 510.

If no assistance is given to the jury by the court, the verdict cannot be upheld; [36] though in a few cases it is said that if the losing party takes no exception to the lack of a definite charge he cannot complain of it after the verdict.[37] Where a correct charge has been given, it is not error to refuse additional instructions.[38]

A charge which is not based on evidence is misleading and erroneous; [39] so is a charge which properly and fairly understood, permits the jury to give double damages.[40]

§ 1321.[a] Effect of erroneous instructions.

An erroneous instruction cannot be alleged as ground for a new trial by a party who asked for it, [41] or where it was erroneous because based on facts erroneously accepted as true,

Wisconsin: Guinard *v.* Knapp, Stout & Co., 95 Wis. 482, 70 N. W. 671.

In Pittsburgh, C., C. & St. L. Ry. *v.* Collins (Ind.), 80 N. E. 415, the instructions were held sufficiently precise.

[a] For § 1321 of the eighth edition see § 1326.

[36] *New York:* Barr *v.* Schefer, 118 App. Div. 834, 103 N. Y. Supp. 733.

Tennessee: Citizens' St. R. R. *v.* Burke, 98 Tenn. 650, 40 S. W. 1085.

[37] *United States:* United States Smelting Co. *v.* Parry, 166 Fed. 407, 92 C. C. A. 159.

Missouri: Wheeler *v.* Bowles, 163 Mo. 398, 63 S. W. 675.

Texas: Galveston H. & S. A. Ry. *v.* Parish, 45 Tex. Civ. App. 493, 100 S. W. 1175.

[38] *Colorado:* Denver C. T. Co. *v.* Hills, 50 Colo. 328, 116 Pac. 125.

Kentucky: Exchange Bank *v.* Gaitskill, 37 S. W. 160, 18 Ky. L. Rep. 532.

Texas: Lyon *v.* Bedgood (Tex. Civ. App.), 117 S. W. 897.

[39] *Iowa:* O'Connor *v.* Chicago, R. I. & P. Ry., 144 Ia. 289, 122 N. W. 947.

New York: Clarke *v.* Westcott, 37 N. Y. Supp. 1111; Gilbertson *v.* Forty-second St. M. & S. N. A. Ry., 43 N. Y. Supp. 782, 14 App. Div. 294; Camparetti *v.* Union Ry., 95 App. Div. 66, 88 N. Y. Supp. 425.

[40] *Georgia:* Southern Ry. *v.* Jordan, 129 Ga. 665, 59 S. E. 802.

Kentucky: Doerhoefer *v.* Shewmaker, 123 Ky. 646, 97 S. W. 7.

Missouri: Westervelt *v.* St. Louis Transit Co., 222 Mo. 325, 121 S. W. 114 (*semble*).

Texas: Texas Cent. Ry. *v.* Brock, 88 Tex. 310, 31 S. W. 500.

Washington: Simons *v.* Cissna, 52 Wash. 115, 100 Pac. 200.

The courts in *Texas* are marvellously acute in finding that the charge permitted the allowance of double damages. Ft. Worth & R. G. Ry. *v.* Morris, 45 Tex. Civ. App. 596, 101 S. W. 1038; Beaumont Traction Co. *v.* Edge, 46 Tex. Civ. App. 448, 102 S. W. 746; Missouri, K. & T. Ry. *v.* Hibbitts, 49 Tex. Civ. App. 419, 109 S. W. 228; St. Louis & S. F. R. R. *v.* Lane, 49 Tex. Civ. App. 541, 110 S. W. 530; El Paso & S. W. R. R. *v.* O'Keefe, 50 Tex. Civ. App. 579, 110 S. W. 1002; Texas Midland R. R. *v.* Geraldon, 54 Tex. Civ. 71, 117 S. W. 1004; International & G. N. R. R. *v.* Hood, 55 Tex. Civ. App. 334, 118 S. W. 1119.

[41] Andrews *v.* Chicago, M. & S. P. Ry., 86 Ia. 677, 53 N. W. 399.

during the trial, by both parties;[42] nor will a verdict be set aside for an erroneous instruction which cannot have prejudiced the petitioner,[43] or when the error related to a separable item of damage which can be deducted from the judgment.[44] But in general a verdict based on an erroneous charge will be set aside, no matter how reasonable in itself, or how correct other portions of the charge may have been.[45] By the better view, if the error affects the amount of damages only a new trial should be confined to the question of damages.[46]

§ 1322.[a] Power of jury to act without evidence of damages.

Even in assessing non-pecuniary damages, such as compensation for pain and suffering, the jury must be guided by the evidence, and cannot go counter to it in finding their verdict.[47]

But in such cases the evidence cannot definitely fix the damages, and wherever the evidence leaves the amount of damages indefinite, because of the nature of the case, it is the duty of the jury to find the amount by the use of their judgment and general knowledge.[48]

[a] For § 1322 of the eighth edition, see §§ 1329, 1330.

[42] *Colorado:* Mountz *v.* Apt, 119 Pac. 150.

Missouri: Taylor *v.* Scherpe & K. A. I. Co., 133 Mo. 349, 34 S. W. 581.

[43] *Michigan:* Durfee *v.* Newkirk, 83 Mich. 522, 47 N. W. 351.

Nebraska: Chicago, R. I. & P. R. R. *v.* Archer, 46 Neb. 907, 65 N. W. 1043.

New York: Powell *v.* Fletcher, 18 N. Y. Supp. 451.

[44] *Kansas:* Kansas City, M. & O. Ry. *v.* Turley, 71 Kan. 256, 80 Pac. 605.

Pennsylvania: Graham *v.* Keys, 29 Pa. 189.

South Dakota: Kime *v.* Bank of Edgemont, 22 S. D. 630, 119 N. W. 1003.

[45] *Missouri:* Morris *v.* Grand Ave. Ry., 144 Mo. 500, 46 S. W. 170.

Texas: Gulf, C. & S. F. Ry. *v.* Godair, 3 Tex. Civ. App. 514, 22 S. W. 777; International & G. N. R. R. *v.* Cook (Tex. Civ. App.), 33 S. W. 888.

[46] Broughel *v.* Southern N. E. T. Co., 72 Conn. 617, 45 Atl. 435, 49 L. R. A. 404.

[47] *Alabama:* Seaboard Mfg. Co. *v.* Woodson, 94 Ala. 143, 11 So. 733.

Arkansas: St. Louis, I. M. & S. Ry. *v.* Dallas, 93 Ark. 209, 124 S. W. 247.

North Carolina: Shepard *v.* Western U. T. Co., 143 N. C. 244, 55 S. E. 704.

[48] *Colorado:* Denver C. T. Co. *v.* Riley, 14 Colo. App. 132, 59 Pac. 476 (companionship of wife).

Connecticut: Harris *v.* Ansonia, 73 Conn. 359, 47 Atl. 672 (shade tree).

Illinois: Chicago, B. & Q. R. R. *v.* Warner, 108 Ill. 538 (pain).

Iowa: Scurlock *v.* Boone, 142 Ia. 684, 121 N. W. 369.

Kansas: Chicago, K. & W. R. R. *v.* Willits, 45 Kan. 110, 25 Pac. 576 (injury to land).

Nebraska: Ellison *v.* Brown, 43 Neb. 68, 61 N. W. 97 (feelings); Flinn *v.* Frederickson, 131 N. W. 934 (pain).

New York: Countryman *v.* Fonda, J. & G. R. R., 166 N. Y. 201, 59 N. E. 822

§ 1323. Wrong measure of damages adopted by jury.

Where the verdict is evidently based upon an erroneous measure of damages, the court will not hesitate to set it aside.[49] And so where interest was not recoverable, the court directed it to be remitted.[50] And where a valid counter-claim was overlooked in estimating damages for the plaintiff, the verdict was not allowed to stand.[51] Where no damages are proved, and the case does not admit of exemplary damages, a verdict for anything more than a nominal sum will not be sustained.[52] And where exemplary damages have been improperly allowed by the jury, and the verdict exceeds the amount of actual damages, the court will interfere.[53]

Where the loss was entirely pecuniary, and the damages are much greater or less than the amount proved to be the plaintiff's loss, the verdict will be set aside.[54] Where the jury is known to have included in the verdict an improper item of damage, the verdict will not be set aside if it can be cured by the plaintiff remitting the excess.[55] But if it is impossible

(death); Fernstein *v.* Jacobs, 15 Misc. 474, 37 N. Y. Supp. 345 (loss of support); Horowitz *v.* Hamburg A. P. Co., 41 N. Y. Supp. 54, 18 Misc. 24 (whether injury permanent).

See *ante*, § 170a.

[49] *United States:* Palmer *v.* Fiske, 2 Curt. C. C. 14.

Kentucky: Ray *v.* Jeffries, 86 Ky. 367; Bannon *v.* Rohmeiser, 34 S. W. 1084, 35 S. W. 280, 17 Ky. L. Rep. 1378.

New Jersey: Ellsworth *v.* Central R. R., 34 N. J. L. 93.

England: Creed *v.* Fisher, 9 Ex. 472.

[50] Connelly *v.* McNeil, 2 Jones L. 51.

[51] Havana, R. & E. R. R. *v.* Walsh, 85 Ill. 58.

[52] *Arkansas:* Smith *v.* Houston, 25 Ark. 183.

California: De Briar *v.* Minturn, 1 Cal. 450.

Georgia: Oakley Mills Manf. Co. *v.* Neese, 54 Ga. 459.

Illinois: Cochrane *v.* Tuttle, 75 Ill. 361; Pittsburgh, C. & St. L. R. R. *v.* Dewin, 86 Ill. 296.

[53] *Arkansas:* St. Louis, I. M. & S. Ry. *v.* Hall, 53 Ark. 7, 13 S. W. 138.

Illinois: Toledo, P. & W. R. R. *v.* Patterson, 63 Ill. 304; Farwell *v.* Warren, 70 Ill. 28; Becker *v.* Dupree, 75 Ill. 167; Hayes *v.* Parmalee, 79 Ill. 563; Kolb *v.* O'Brien, 86 Ill. 210.

New Hampshire: Cram *v.* Hadley, 48 N. H. 191.

[54] *Florida:* Jacksonville T. & K. W. Ry., *v.* Roberts, 22 Fla. 324.

Illinois: Cassell *v.* Hays, 51 Ill. 261.

Indiana: Nutter *v.* Junction R. R., 13 Ind. 479.

Kentucky: Ray *v.* Jeffries, 86 Ky. 367.

[55] *United States:* Bank of Kentucky *v.* Ashley, 2 Pet. 327, 7 L. ed. 440.

Illinois: Toledo, W. & W. Ry. *v.* Beals, 50 Ill. 150.

Maine: Cyr *v.* Dufour, 62 Me. 20.

Massachusetts: Lambert *v.* Craig, 12 Pick. 199.

Minnesota: Stickney *v.* Bronson, 5 Minn. 215.

to determine how the jury made up their verdict, so as to correct the error, the verdict must be set aside.[56] In Georgia the court will, it is said, set aside a verdict if, in its opinion, there is not evidence from which the jury can ascertain the amount of damage.[57]

§ 1324.[a] Modes of computing damages allowed the jury.

A question has presented itself as to the mode in which the jury may arrive at the quantum of damages in cases where they are greatly divided on the question of amount. The jury cannot abdicate its functions and decide the amount by chance. So, in the old case of Mellish *v.* Arnold [58] a new trial was granted, "because the jury threw up cross or pile, whether they should give the plaintiff three hundred pounds or five hundred pounds damages, and the chance of five hundred pounds came up."

* It has been decided that if they *agree beforehand,* that each juror shall mark the sum to which he conceives the plaintiff entitled, and that the total of these amounts divided in twelve (the number of jurors) shall be the verdict, the whole proceedings will be void, and a new trial will be ordered, for the reason that the whole thing is a mere matter of chance.[59] So, in New York, it has been decided that the jury will not be allowed to arrive at a verdict by each of the jurors marking down a particular sum, and then dividing the whole amount by the number of jurors; and on assignment of error in fact, the judgment for this cause will be reversed.[60] So, in England,

New Hampshire: Sanborn *v.* Emerson, 12 N. H. 57; Pierce *v.* Wood, 23 N. H. 519; Willard *v.* Stevens, 24 N. H. 271; Odlin *v.* Gove, 41 N. H. 465, 77 Am. Dec. 773; Cross *v.* Wilkins, 43 N. H. 332.

New Jersey: Hatfield *v.* Central R. R., 33 N. J. L. 251.

Rhode Island: Forbes *v.* Howard, 4 R. I. 364.

Wisconsin: Kavanaugh *v.* Janesville, 24 Wis. 618; Strong *v.* Hooe, 41 Wis. 659.

[a] For § 1324 of the eighth edition, see § 1327.

[56] Smith *v.* Dukes, 5 Minn. 373.

[57] Oakley Mills Mfg. Co. *v.* Neese, 54 Ga. 459.

[58] Bunb. 51.

[59] *Illinois:* Illinois Cent. R. R. *v.* Able, 59 Ill. 131.

Iowa: Manix *v.* Malony, 7 Ia. 81.

Mississippi: Parham *v.* Harney, 6 Sm. & M. 55.

Tennessee: Elledge *v.* Todd, 1 Humph. 43, 34 Am. Dec. 616.

[60] Harvey *v.* Rickett, 15 Johns. 87; Roberts *v.* Failis, 1 Cowen, 238.

the court will not permit the jury to arrive at a verdict by splitting a difference.[61] But if the same course be taken in order to ascertain with more accuracy how the jury stands, the rule is different; and it has been held not improper for them to arrive at their verdict by each marking a sum and dividing it by twelve, provided they do not previously bind themselves to adhere to the result of the arithmetical computation.[62] ** It is, of course, error to charge the jury that this course may be pursued.[63] In Boynton *v.* Trumbull [64] the jury agreed among themselves to give a verdict for half the aggregate of the lowest and highest sums allowed by them individually, and the verdict was consequently set aside. It seems to be improper, if witnesses differ as to value, to charge the jury that an average of the estimates may be taken.[65] The evidence of a member of the jury will not be received to impeach the verdict.[66]

[61] Hall *v.* Poyser, 13 M. & W. 600.

[62] *California:* Wilson *v.* Berryman, 5 Cal. 44, 63 Am. Dec. 78; Turner *v.* Tuolumne County Water Co., 25 Cal. 397; Boyce *v.* California Stage Co., 25 Cal. 460.

Illinois: Pekin *v.* Winkel, 77 Ill. 56.

Indiana: Guard *v.* Risk, 11 Ind. 156.

Iowa: Barton *v.* Holmes, 16 Ia. 252.

Massachusetts: Dorr *v.* Fenno, 12 Pick. 521.

Minnesota: St. Martin *v.* Desnoyer, 1 Minn. 156, 61 Am. Dec. 494.

New York: Dana *v.* Tucker, 4 Johns. 487.

Pennsylvania: Kreider's Estate, 18 Pa. 374.

Rhode Island: Forbes *v.* Howard, 4 R. I. 364; Luft *v.* Linganie, 17 R. I. 420, 22 Atl. 942.

Tennessee: Tinkle *v.* Dunivant, 16 Lea, 503.

Wisconsin: Fowler *v.* Colton, Burn. 175.

[63] Allard *v.* Smith, 2 Met. (Ky.) 297.

[64] 45 N. H. 408.

[65] Thomas *v.* Dickinson, 12 N. Y. 364, per Johnson, J.

[66] *Maine:* Hovey *v.* Luce, 31 Me. 346.

Michigan: Wixom *v.* Bixby, 127 Mich. 479, 86 N. W. 1001.

CHAPTER LVIII

EXCESSIVE OR INADEQUATE DAMAGES

§ 1325. Power of court to set aside verdicts.
1326. What damages are excessive.
1327. Successive verdicts.
1328. Cases in which the court will act.
1329. Practice.
1330. Remission of the excess.
1331. When a remittitur will be entered.
1332. Action of appellate courts on excessive damages.
1333. What amount is excessive.
1334. Pecuniary loss.
1335. Defamation.
1336. False imprisonment.
1337. Malicious prosecution.
1338. Alienation of affections.
1339. Breach of promise of marriage.
1340. Seduction.
1341. Telegraph companies.
1342. Carriers.
1343. Other malicious torts, or wrongs causing mental suffering.
1344. Exemplary damages.
1345. Assault and battery.
1346. Physical injury; doubtful physical consequences.
1347. Slight or temporary injury.
1348. Broken bones: bones of leg and hip.
§ 1349. Bones of arm or shoulder.
1350. Bones of the trunk.
1351. Bones of the head.
1352. Surgical operation.
1353. Pain and suffering.
1354. Permanent injuries: disability to labor.
1355. Permanent crippling.
1356. Loss of a member: leg or foot.
1357. Loss of a member: arm, hand, or finger.
1358. Disfigurement.
1359. Impairment of sight or hearing.
1360. Nervous disorders.
1361. Insanity and loss of mental power.
1362. Shortening of life.
1363. Other permanent injuries.
1364. Doubt as to permanence of injury.
1365. Loss of service.
1366. Civil damage act.
1367. Damages for death.
1368. Inadequate damages.
1369. Failure to allow damages where compensation should be given.
1370. What damages are inadequate: torts in general.
1371. Personal injuries.
1372. Death.

§ 1325.[a] Power of court to set aside verdicts.

The court holds itself at liberty to set aside verdicts and grant new trials even in that class of cases where there is no fixed legal rule of compensation, whenever the damages are so

[a] For § 1325 of the eighth edition see § 1328.

excessive as to create the belief that the jury have been misled either by passion, prejudice, or ignorance. But this power is never used except in a clear case. So, in an action for malicious indictment of the plaintiff for perjury, where a verdict of £400 was obtained, on a rule for new trial it was insisted that the verdict was excessive. But it was refused, and Lord Mansfield said: "New trials are not to be granted in this class of cases without very strong grounds indeed, and such as carry internal evidence of intemperance in the minds of the jury."[1]

The doctrine has been repeatedly affirmed in early cases in this country. So Mr. Justice Story decided that in cases of *tort* the verdict will not be disturbed unless it is so excessive and outrageous with reference to all the circumstances of the case, as to demonstrate that the jury have acted against the rules of law, or have suffered their passions, their prejudices, or their perverse disregard of justice to mislead them.[2] So, again, the same sagacious judge said: "A court of law will not set aside a verdict upon the ground of excessive damages, unless in a clear case where the jury have acted upon a gross mistake of facts, or have been governed by some improper influence or bias, or have disregarded the law." [3] Again, in another case, Mr. Justice Story said:

"The damages are certainly higher than what, had I sitten on the jury, I should have been disposed to give; and I should now be better satisfied if the amount had been less.[4] . . . It is one thing for a court to administer its own measure of damages in a case properly before it, and quite another thing to set aside the verdict of a jury, merely because it exceeds that measure. The court, in setting aside a verdict for excessive damages, should clearly see that they are excessive; that there has been a gross error; that there has been a mistake of the principles upon which the damages have been estimated; or some improper motives, or feelings, or bias, which have influenced the minds of the jury. . . . Upon a mere matter of damages, where different minds might, and probably would, arrive at

[1] Gilbert *v.* Burtenshaw, Cowper, 230.

[2] Whipple *v.* Cumberland Manuf'g Co., 2 Story, 661.

[3] Wiggin *v.* Coffin, 3 Story, 1.

[4] Much the same language was used by the court in Harris *v.* Louisville, N. O. & T. Ry., 35 Fed. 116.

different results, and nothing, inconsistent with an honest exercise of judgment, appears, I, for one, should be disposed to leave the verdict as the jury found it." [5]

So, in New Jersey, too, it has been declared that the court, in actions of trespass for personal torts, where damages can be gauged by no fixed standard, but necessarily rest in the sound discretion of the jury, interferes with a verdict on the mere ground of excessive damages with reluctance, and never except in a clear case.[6] And it has been said that although it is conceded that the courts have the power of granting a new trial in cases of *crim. con.*, still it seems that the power has never been exercised.[7] Even in cases where rules of law have been disregarded, or where for any reason the verdict cannot be supported, the power of the court to set aside the decision of the jury will not be exercised without regard to the justice of the case. So, where a verdict was obtained for principal and interest, as to which latter the defendant was clearly liable, but there being no count adapted to it, the verdict was not strictly regular, the court nevertheless refused to set it aside, saying: "In motions for new trial, the court may fairly endeavor to do that which advances the justice of the cause, and by refusing this rule we only save the defendant from paying with the tremendous interest of accumulated costs, what he is in justice bound to pay at once." [8] A case in the English Court of Exchequer illustrates the jury's command of the damages, where no rule of law is violated. The plaintiff, who claimed special damage from a carrier for non-delivery of goods, had sold them for as much as he could have obtained if there had been no delay, and the defendant paid into court £10, which the court considered ample to cover the expense of a journey he had taken to look after the goods, and all his actual damages. The jury having found a verdict for £5 more than had been paid in, a motion was made to set it aside as perverse. (The damages being under £20, the motion could not, under the English practice, be entertained on the ground that they were excessive.) The court, although considering the amount decreed clearly

[5] Thurston *v.* Martin, 5 Mason, 497, 499.

[6] Berry *v.* Vreeland, 21 N. J. L. 183.

[7] Duberley *v.* Gunning, 4 T. R. 651; Smith *v.* Masten, 15 Wend. 270.

[8] Harrison *v.* Allen, 2 Bing. 4.

too large, reluctantly refused to disturb the verdict, as the question whether the amount paid into court was a sufficient compensation for the plaintiff's pecuniary loss had been properly left to the jury, and the verdict was not contrary to any direction of the judge at Nisi Prius.[9] "I doubt much," says Mr. Justice Jackson, in delivering an opinion in the Court of the Irish Exchequer Chamber, "whether in any case sounding in damages, for an acknowledged breach of covenant, the judge ought to take it upon himself to *direct* a verdict for nominal damages." [10]

The same ground was taken in City of Ottawa *v.* Sweely,[11] another action for personal injuries, and the court said: "It must not be supposed, however, that verdicts in cases of torts are beyond control; but they should stand, unless they are grossly erroneous, or there is a palpable misconception of the testimony, or they are the result plainly of passion or prejudice." In cases where exemplary damages are allowable, verdicts are rarely set aside. The obvious reason for this custom is that it is not easy to decide that such a verdict is so large as to be against evidence. It is only in extraordinary cases that the court will act.[12] And so, in Walker *v.* Erie Railway,[13] an action to recover damages for personal injuries, a motion to set aside a verdict for $20,000 was denied, Daniels, J., saying: "The rule so carefully maintained and guarded in actions upon contracts, and for tortious injuries to property, is incapable of being applied where the injury is to the person; for those injuries are without precise pecuniary measure. The law has, accordingly,

[9] Adams *v.* Midland R. R., 31 L. J. (N. S.) Ex. 35. See, as to the boundary between the power of the court and that of the jury on this subject, Smith *v.* Symonds, 1 L. T. R. (N. S.) 299, where the construction of a document was left to the jury. In California, it is doubtful whether the courts of first instance have power to interfere when verdicts are excessive. Payne *v.* Pacific Mail Steamship Co., 1 Cal. 33. In New York, the Court of Appeals cannot review the question of excessive damages. Metcalf *v.* Baker, 57 N. Y. 662; Starbird *v.* Barrows, 62 N. Y. 615; Maher *v.* Central Park, N. & E. R. R. R., 67 N. Y. 52. Unless the excess arises from error in the judge's charge. Mechanics' & T. Bk. *v.* Farmers' & M. Nat. Bk., 60 N. Y. 40; Starbird *v.* Barrows, 62 N. Y. 615.

[10] Strong *v.* Kean, 13 Ir. L. R. 93.

[11] 65 Ill. 434, 436.

[12] *Illinois:* Chicago & Alton R. R. *v.* Wilson, 63 Ill. 167; Singer Manf. Co. *v.* Holdfodt, 86 Ill. 455.

Texas: Barnette *v.* Hicks, 6 Tex. 352; McGehee *v.* Shafer, 9 Tex. 20.

[13] 63 Barb. 260, 267.

in this class of cases, committed the determination of the amount of damages to be awarded to the experience and good sense of jurors. And where the verdict rendered by them may reasonably be presumed to have resulted from an honest and intelligent exercise of judgment upon their part, the policy of the court is, and necessarily must be, not to interfere with their conclusion." So where in an action against a railroad company by a farmer for the death of his wife, who had been thrown out of his market wagon and killed through collision with the defendant's train, although the wagon had descended to the point of collision down a gradual slope for more than a quarter of a mile, in plain view of the railroad, upon which the train could have been seen coming at a great distance, and the court considered that there was not a doubt that the evil happened from either the plaintiff's misfortune or fault, for neither of which was the company liable; yet as the case had been given to the jury without any error in law, they felt themselves compelled to affirm a judgment on a verdict of $9,150 for the plaintiff.[14] The discretion of the court may also be governed, to a limited extent, by previous decisions in other cases.[15] This practice cannot, however, be considered as strict matter of law. The argument has been sometimes advanced, that when the legislature has fixed the limit to the amount of damages recoverable for causing the death of a human being, it is improper, in actions for personal injuries, to allow a greater sum to the person injured than could have been obtained by his representative, under the statute, in case of his death.[16] The reasoning is not viewed with favor by the courts. These statutes are enabling in their nature and not restrictive, and the intention of the legislatures was evidently to extend, not to lessen, the rights of recovery. Besides this, the damages in the statutory action go to the family of the person whose death the defendant has caused, as compensation for *their pecuniary loss through his death;* while, in the common-law action, it is

[14] Pennsylvania R. R. *v.* Goodman, 62 Pa. 329.

[15] *Kentucky:* Louisville & N. R. R. *v.* Fox, 11 Bush, 495.

New York: Travis *v.* Barger, 24 Barb. 614.

[16] *Illinois:* Illinois Cent. R. R. *v.* Welch, 52 Ill. 183.

New York: Collins *v.* Albany & S. R. R., 12 Barb. 492; Murray *v.* Hudson River R. R., 47 Barb. 196.

the person injured who recovers for the damage done to himself. The two causes of action are thus fundamentally different, and one cannot furnish a measure of damages for the other.

§ 1326. What damages are excessive.

The power of the court to set aside a verdict on account of excessive damages is closely connected with its right to interfere when the verdict is against evidence. The power to disturb the verdict, as being excessive, rests in the discretion of the court.[17] But this discretion does not supplant that of the jury. The court must decide whether there is enough evidence to support the verdict, and if in its opinion there is sufficient, then the discretion of the court ceases. Up to that point, the discretion of the jury is unrestrained.[18] Hence it follows that verdicts are often sustained, although they do not meet with the full approval of the court.[19] If the amount of damages given by the jury is between the highest and lowest estimate of the witnesses, the verdict will usually be permitted to stand.[20] The court will interpose its power only in extreme cases.[21] The

[17] *Georgia:* Duffield *v.* Tobin, 20 Ga. 428.

New Jersey: Searles *v.* Elizabeth, P. & C. J. Ry., 70 N. J. L. 388, 57 Atl. 134.

[18] *Idaho:* Horn *v.* Boise C. C. Co., 7 Ida. 640, 65 Pac. 145.

New York: Pastor *v.* Regan, 9 Misc. 547, 551, 30 N. Y. Supp. 657.

[19] *California:* George *v.* Law, 1 Cal. 363.

Kentucky: Letton *v.* Young, 2 Metc. 558.

Maine: Donelly *v.* Booth B. & H. I. G. Co., 90 Me. 110, 37 Atl. 874.

Michigan: Retan *v.* Lake Shore & M. S. Ry., 94 Mich. 146, 53 N. W. 1094.

New York: Potter *v.* Thompson, 22 Barb. 87.

South Carolina: Entzminger *v.* Seaboard A. L. Ry., 79 S. C. 151, 60 S. E. 441.

England: Bennett *v.* Alcot, 2 T. R. 166; Saunders *v.* London & N. W. Ry., 2 L. T. R. (N. S.) 153.

Canada: Ingraham *v.* Parks, 19 N. B. 101.

[20] *United States:* Alaska S. S. Co. *v.* Collins, 127 Fed. 937, 62 C. C. A. 569.

Alaska: Linge *v.* Alaska Treadwell Co., 3 Alaska, 9.

Colorado: Gaynor *v.* Clements, 16 Colo. 209, 26 Pac. 324.

Florida: Atlantic C. L. R. R. *v.* Turner, 59 Fla. 118, 52 So. 586.

Illinois: Lockwood *v.* Onion, 56 Ill. 506.

Indiana: Sunnyside Coal & C. Co. *v.* Reitz, 14 Ind. App. 478, 39 N. E. 541, 43 N. E. 46.

Iowa: Helm *v.* Anchor F. I. Co., 132 Ia. 177, 109 N. W. 605.

Missouri: Reamer *v.* Morrison Exp. Co., 93 Mo. App. 501, 67 S. W. 718.

North Carolina: Denby *v.* Hairson, 1 Hawks, 315.

Texas: Texas Cent. R. R. *v.* Fisher (Tex. Civ. App.), 43 S. W. 584.

Canada: Prescott *v.* Walton, 2 Han. (N. B.) 230.

[21] *Illinois:* Galesburg *v.* Higley, 61 Ill. 287.

verdict must be clearly excessive to be set aside,[22] so great as to appear at first blush to be outrageous,[23] so as to strike every one with its enormity and injustice,[24] so large that no twelve men could reasonably have given it.[25] The commonest grounds on which a verdict is set aside as excessive are that it shows passion, prejudice, partiality, or corruption.[26]

Indiana: Chenowith *v.* Hicks, 5 Ind. 224.

Kentucky: Nolan *v.* Standard S. M. Co., 111 S. W. 290, 33 Ky. L. Rep. 740.

New York: Wilcox *v.* Green, 23 Barb. 639; Scherpf *v.* Szadeczky, 4 E. D. Smith, 110.

A verdict will not be set aside because it exceeds the limit by a few dollars. Hueni *v.* Freehill, 125 Ill. App. 345.

[22] *United States:* The Commerce, 16 Wall. 33, 21 L. ed. 465.

Arkansas: Pleasants *v.* Heard, 15 Ark. 403.

California: Weaver *v.* Page, 6 Cal. 681.

Georgia: Goins *v.* Western R. R., 59 Ga. 426.

Illinois: Blanchard *v.* Morris, 15 Ill. 35; Butler *v.* Mehrling, 15 Ill. 488; Chicago & N. W. Ry. *v.* Peacock, 48 Ill. 253; Cleveland, C., C. & S. L. Ry. *v.* Fuller, 122 Ill. App. 36.

Indiana: Pittsburg, C. & St. L. R. R. *v.* Hennigh, 39 Ind. 509; Cleveland, C., C. & S. L. Ry. *v.* Hadley, 170 Ind. 204, 82 N. E. 1025, 84 N. E. 13.

Missouri: Barth *v.* Merritt, 20 Mo. 567.

New Jersey: Allen *v.* Craig, 1 Green, 294.

South Carolina: Marshall *v.* Gunter, 6 Rich. L. 419.

Wisconsin: Murray *v.* Buell, 74 Wis. 14.

[23] *Indiana:* Pittsburgh, C. & St. L. Ry. *v.* Sponier, 85 Ind. 165; Ohio & M. Ry. *v.* Judy, 120 Ind. 397, 22 N. E. 252.

Kentucky: North *v.* Cates, 2 Bibb, 591.

Missouri: Fallenstein *v.* Boothe, 13 Mo. 427.

[24] *United States:* Wunderlich *v.* Mayor of New York, 33 Fed. 854.

New York: Coleman *v.* Southwick, 9 Johns. 45, 6 Am. Dec. 253.

[25] Praed *v.* Graham, 24 Q. B. Div. 53, 59 L. J. Q. B. 230, 38 W. R. 103.

[26] *United States:* McGowan *v.* La Plata M. & S. Co., 3 McCr. 393; Brown *v.* Evans, 8 Sawy. 488.

Arkansas: Kelly *v.* McDonald, 39 Ark. 387; Sexton *v.* Brock, 15 Ark. 345.

California: Stuart *v.* Hoffman, 68 Cal. 381; Shaw *v.* Southern Pac. R. R., 157 Cal. 240, 107 Pac. 108; Kimic *v.* San Jose-Los Gatos I. Ry., 156 Cal. 273, 104 Pac. 312.

Colorado: Denver & R. G. R. R. *v.* Scott, 34 Colo. 99, 81 Pac. 763.

Connecticut: Woodruff *v.* Richardson, 20 Conn. 238; Haight *v.* Hoyt, 50 Conn. 583.

Florida: McMurray *v.* Basnett, 18 Fla. 609, 43 Am. Rep. 327.

Illinois: Spencer *v.* McMasters, 16 Ill. 405; Walker *v.* Martin, 52 Ill. 347; Decatur *v.* Fisher, 53 Ill. 407; Crose *v.* Rutledge, 81 Ill. 266; Hennies *v.* Vogel, 87 Ill. 242; Loewenthal *v.* Streng, 90 Ill. 74; Harper *v.* Black Diamond Coal Co., 142 Ill. App. 594.

Indiana: Alexander *v.* Thomas, 25 Ind. 268; Pittsburgh, C. & St. L. Ry. *v.* Sponier, 85 Ind. 165; Pittsburgh, C., C. & S. L. Ry. *v.* Lightheiser, 168 Ind. 438, 78 N. E. 1033.

Iowa: Berry *v.* Central Ry., 40 Ia. 564.

Kansas: Union P. Ry. *v.* Hand, 7 Kan. 380; Missouri, K. & T. Ry. *v.* Weaver, 16 Kan. 456; Atchison, T. & S.

Courts have also set aside verdicts as showing on their face undue sympathy,[27] intemperance,[28] malice,[29] caprice,[30] mistake,[31] malevolence,[32] or evident improper motive.[33] "In all cases where there is no rule of law regulating the assessment of damages, and the amount does not depend on computation, the judgment of the jury, and not the opinion of the court, is to govern, unless the damages are so excessive as to warrant the

F. R. R. *v.* Moore, 31 Kan. 197, 47 Am. Rep. 497 (statutory).

Kentucky: North *v.* Cates, 2 Bibb, 591; Holburn *v.* Neal, 4 Dana, 121; Riley *v.* Nugent, 1 A. K. Marsh. 431; Louisville & N. R. R. *v.* Mitchell, 87 Ky. 327, 8 S. W. 706, 12 Am. St. Rep. 488.

Maine: Field *v.* Plaisted, 75 Me. 476.

Massachusetts: Treanor *v.* Donahoe, 9 Cush. 228.

Minnesota: Beaulieu *v.* Parsons, 2 Minn. 37; Shartle *v.* Minneapolis, 17 Minn. 308; Blume *v.* Scheer, 83 Minn. 409, 86 N. W. 446; Frigstad *v.* Great Northern Ry., 101 Minn. 40, 111 N. W. 838.

Missouri: Wells *v.* Sawyer, 21 Mo. 354; Goetz *v.* Ambs, 27 Mo. 28; Graham *v.* Pacific R. R., 66 Mo. 536.

Nevada: Quigley *v.* Central P. R. R., 11 Nev. 350, 21 Am. Rep. 757; Solen *v.* Virginia & T. R. R., 13 Nev. 106 (statutory).

New Hampshire: Hovey *v.* Brown, 59 N. H. 114.

New Jersey: Ogden *v.* Gibbons, 5 N. J. L. 518; Merritt *v.* Harper, 44 N. J. L. 73.

New York: M'Connell *v.* Hampton, 12 Johns. 236; Tinney *v.* New Jersey S. B. Co., 5 Lans. 507; Bierbauer *v.* New York C. & H. R. R. R., 15 Hun, 559; Oldfield *v.* New York & H. R. R., 3 E. D. Smith, 103; Jennings *v.* Van Schaick, 13 Daly, 7.

Ohio: Simpson *v.* Pitman, 13 Oh. 365.

Oklahoma: Waters-Pierce Oil Co. *v.* Deselms, 18 Okla. 107, 89 Pac. 212.

Rhode Island: Concannon *v.* Tyler, (R. I.), 67 Atl. 430.

South Carolina: Davis *v.* Davis, 2 N. & McC. 81; Wolff *v.* Cohen, 8 Rich. L. 144.

Tennessee: Boyers *v.* Pratt, 1 Humph. 90; Moore *v.* Burchfield, 1 Heisk. 203; Nashville & C. R. R. *v.* Smith, 6 Heisk. 174; Tinkle *v.* Dunivant, 16 Lea, 503; Tennessee Coal & R. R. *v.* Roddy, 85 Tenn. 400.

Texas: Galveston *v.* Posnainsky, 62 Tex. 118, 50 Am. Rep. 517; Willis *v.* McNeill, 57 Tex. 465; Coffin *v.* Varila (Tex. Civ. App.), 27 S. W. 956.

Virginia: Farish *v.* Reigle, 11 Gratt. 697, 62 Am. Dec. 666.

Wisconsin: Goodno *v.* Oshkosh, 28 Wis. 300.

[27] Waters *v.* Bristol, 26 Conn. 398.

[28] *New York:* M'Connell *v.* Hampton, 12 Johns. 236; Travis *v.* Barger, 24 Barb. 614.

Tennessee: Boyers *v.* Pratt, 1 Humph. 90; Moore *v.* Burchfield, 1 Heisk. 203.

[29] Wells *v.* Sanger, 21 Mo. 354.

[30] *Illinois:* Jacksonville *v.* Lambert, 62 Ill. 519.

Tennessee: Tennessee Coal & R. R. *v.* Roddy, 85 Tenn. 400.

[31] *Maine:* Cyr *v.* Dufour, 62 Me. 20.

Minnesota: St. Paul *v.* Kuby, 8 Minn. 154.

New York: Blum *v.* Higgins, 3 Abb. Pr. 104; Feldman *v.* Levy, 56 Misc. 563, 106 N. Y. Supp. 1092.

[32] Union P. R. R. *v.* Hause, 1 Wyo. 27.

[33] *Minnesota:* St. Martin *v.* Desnoyer, 1 Minn. 156, 61 Am. Dec. 494; Chapman *v.* Dodd, 10 Minn. 350; Shartle *v.* Minneapolis, 17 Minn. 308.

belief that the jury must have been influenced by partiality or prejudice, or have been misled by some mistaken view of the merits of the case." [34] In Louisville & Nashville Railroad *v.* Fox [35] counsel contended that a court cannot pronounce a verdict excessive, unless it be so great as to appear "at the first blush" to be outrageous. The court says: "There is a large number of cases in which the language quoted, or language similar in import, has been used by this court; but in nearly if not all of the cases in which such language has been used, the plaintiff was not only entitled to recover compensation, but was likewise entitled to such additional sum, by way of punishing the defendant, as the jury might deem right." In whatever form the rule is stated, it always involves a reasonable discretionary power in the court to set aside a verdict when its amount, in view of all the circumstances, is so great as to show that the jury, in arriving at it, must have been influenced by some improper motive.

A verdict will not be set aside as excessive merely because the amount "cannot be demonstrated to be mathematically correct"; [36] but on the other hand if it is clearly the result of a mathematical error, as by failing to substract an item, it will be corrected.[37] If the amount found exceeds the estimate of any witness, including the plaintiff, it will be set aside as excessive,[38] but if there is evidence to support it, a verdict will not be set aside merely because its amount exceeds the estimate of the plaintiff himself; [39] and an offer by the plaintiff to remit a portion of the judgment does not prove it to be excessive.[40] A judgment will not be reversed for a very small excess; *de minimis non curat lex.*[41]

[34] Wilde, J., in Worster *v.* Canal Bridge Co., 16 Pick. 547.

[35] 11 Bush, 495, 514.

[36] Warder B. & G. Co. *v.* Cuthbert, 99 Ia. 681, 68 N. W. 917.

[37] Gilmore *v.* Taylor (Ga. App.), 59 S. E. 325.

[38] Jacksonville, T. & K. W. Ry. *v.* Garrison, 30 Fla. 431, 11 So. 932.

[39] *Minnesota:* Einolf *v.* Thomson, 95 Minn. 230, 103 N. W. 1026, 104 N. W. 547.

South Dakota: Borneman *v.* Chicago, S. P., M. & O. Ry., 19 S. D. 459, 104 N. W. 208.

Tennessee: Illinois Cent. R. R. *v.* Abernathy, 106 Tenn. 722, 64 S. W. 3.

[40] Taggert *v.* Hunter, 5 Kan. App. 7, 47 Pac. 313.

[41] *Illinois:* Spunner *v.* Roney, 122 Ill. App. 19 (excess of $2.81).

Kentucky: Weick *v.* Dougherty, 90 S. W. 996, 28 Ky. L. Rep. 390, 3 L. R. A. (N. S.) 348.

§ 1327. Successive verdicts.

The reluctance which the court feels in asserting its power in doubtful cases is increased, when like results have been obtained by successive verdicts.[42] Thus, where the plaintiff had been struck by a locomotive engine and badly injured, and had obtained successive verdicts for $15,000, $18,000, and $22,250, the court refused to disturb the last.[43] But this consideration is not controlling, and if the verdict is clearly excessive the court will exercise its power notwithstanding the number of previous verdicts;[44] the action of the court in cutting down a previous verdict will not control the action of the court on the present verdict.[45]

§ 1328. Cases in which the court will act.

The court will act more readily in the matter of setting aside verdicts in actions of contract, where the pecuniary standard is usually followed.[46] But the cases fully confirm the right of the court to set aside verdicts as excessive in any kind of action.[47] In certain cases, such as actions for seduction [48] or *crim. con.*, or for breach of promise of marriage,[49] it would require a very large verdict to authorize the court to take any action; but this is so because the evidence would usually support

[42] *Arkansas:* Sexton *v.* Brock, 15 Ark. 345.

Colorado: Union D. & R. R. *v.* Smith, 16 Colo. 361, 27 Pac. 329.

Georgia: Henderson *v.* Fox, 83 Ga. 233.

Illinois: Chatsworth *v.* Rowe, 66 Ill. App. 55; Mills *v.* Larrance, 120 Ill. App. 83.

Kentucky: Ross *v.* Ross, 5 B. Mon. 20.

New York: Clark *v.* Fox, 10 App. Div. 514, 41 N. Y. Supp. 1091.

[43] Shaw *v.* Boston & W. R. R., 8 Gray, 45.

[44] *New Jersey:* Consolidated Trac. Co. *v.* Graham, 62 N. J. L. 90, 40 Atl. 773.

Wisconsin: Bridge *v.* Oshkosh, 71 Wis. 363, 37 N. W. 409.

[45] Holmes *v.* Jones, 69 Hun, 346, 23 N. Y. Supp. 631.

[46] So in actions for services rendered, verdicts may be set aside as excessive. Lockwood *v.* Onion, 56 Ill. 506; Darling *v.* McDonald, 77 Ill. 520. And this is the practice in all actions on contract.

Arkansas: Wallace *v.* Brown, 17 Ark. 449; Ayliff *v.* Hardy, 25 Ark. 49.

Illinois: Havana, R. & E. R. R. *v.* Walsh, 85 Ill. 58.

[47] Boyce *v.* California Stage Co., 25 Cal. 460.

[48] Morgan *v.* Ross, 74 Mo. 318. Thus in Taylor *v.* Shelkett, 66 Ind. 297, 300, the court said, "a subject for moral and social reasoning, not of mathematical demonstration, is presented."

[49] *Illinois:* Richmond *v.* Roberts, 98 Ill. 472, 480; Douglas *v.* Gausman, 68 Ill. 170.

Louisiana: Kuck *v.* Johnson, 114 La. 781, 38 So. 559.

a verdict of any magnitude. The right is often exercised in actions of tort;[50] and the court may even set aside a verdict

[50] *For injuries to land:*

Georgia: Holland *v.* Brooks, 40 Ga. 94; Oakley Mills Mfg. Co. *v.* Neese, 54 Ga. 459.

Illinois: Jacksonville *v.* Lambert, 62 Ill. 519.

Maine: Cyr *v.* Dufour, 62 Me. 20.

For damages to personal property:

Louisiana: Haselmeyer *v.* McLellan, 24 La. Ann. 629.

New York: Starbird *v.* Barrows, 62 N. Y. 615.

In trover: Peterson *v.* Gresham, 25 Ark. 380.

For wrongful ejection from a house: Dearlove *v.* Herrington, 70 Ill. 251.

For ejection from a car on a railway:

Illinois: Terre Haute, Alton & St. L. R. R. *v.* Vanata, 21 Ill. 188, 74 Am. Dec. 96; Chicago City Ry. *v.* Henry, 62 Ill. 142; Ill. Cent. R. R. *v.* Johnson, 67 Ill. 312; Ill. Cent. R. R. *v.* Cunningham, 67 Ill. 316; Chicago, B. & Q. R. R. *v.* Griffin, 68 Ill. 499.

Ohio: Cincinnati, H. & D. R. R. *v.* Cole, 29 Oh. St. 126, 23 Am. Rep. 729.

Wisconsin: Bass *v.* Chicago & N. W. R. R., 39 Wis. 636.

For personal injuries:

Illinois: Chicago & R. I. R. R. *v.* McKean, 40 Ill. 218; Decatur *v.* Fisher, 53 Ill. 407; Chicago *v.* Fowler, 60 Ill. 322; Chicago *v.* Kelly, 69 Ill. 475; Northern Line Packet Co. *v.* Binninger, 70 Ill. 571; Chicago *v.* Elzeman, 71 Ill. 131; Chicago & Alton R. R. *v.* Murray, 71 Ill. 601, 22 Am. Rep. 122; Chicago *v.* Hoy, 75 Ill. 530; Chicago, R. I. & P. R. R. *v.* McKittrick, 78 Ill. 619; Chicago *v.* Brophy, 79 Ill. 277.

Iowa: Deppe *v.* Chicago, I. & P. R. R., 38 Iowa, 592; Belair *v.* Chicago & N. W. R. R., 43 Iowa, 662.

Maine: Hanson *v.* European & N. A. R. R., 62 Me. 84, 16 Am. Rep. 404.

New York: Clapp *v.* Hudson River R. R., 19 Barb. 461; McMahon *v.* Walsh, 43 N. Y. Super. Ct. 36.

For causing death: Potter *v.* Chicago & N. W. R. R., 22 Wis. 615.

For malicious prosecution:

California: Potter *v.* Seale, 5 Cal. 410; Russell *v.* Dennison, 45 Cal. 337.

Illinois: Nelson *v.* Danielson, 82 Ill. 545.

For false imprisonment:

Georgia: Green *v.* Southern Express Co., 41 Ga. 515.

Illinois: Newton *v.* Locklin, 77 Ill. 103.

For assault and battery:

Illinois: Mitchell *v.* Robinson, 72 Ill. 382; Alcorn *v.* Mitchell, 63 Ill. 553 (an action brought against defendant for spitting in plaintiff's face, in which $1,000 was held not excessive).

Mississippi: Bell *v.* Morrison, 27 Miss. 68.

For slander:

Illinois: Flagg *v.* Roberts, 67 Ill. 485; Miller *v.* Johnson, 79 Ill. 58.

Missouri: Woodson *v.* Scott, 20 Mo. 272.

New York: Potter *v.* Thompson, 22 Barb. 87.

For libel:

California: McDaniel *v.* Baca, 2 Cal. 326.

Illinois: Storey *v.* Wallace, 60 Ill. 51.

New York: Daly *v.* Byrne, 43 N. Y. Super. Ct. 261.

For enticing plaintiff's wife away: Scherpf *v.* Szadeczky, 1 Abb. Pr. (N. Y.) 366.

For seduction:

Arkansas: Patterson *v.* Thompson, 24 Ark. 55.

New York: Sargent *v.* ————, 5 Cow. 106; Travis *v.* Barger, 24 Barb. 614, and cases there cited.

For crim. con.: Crose *v.* Rutledge, 81 Ill. 266. (Though in such an action a

for exemplary damages on the ground that it is excessive.[51] Where, however, a statute makes the jury the sole judges of the amount of damages, the court cannot disturb their finding.[52] The court can set aside a referee's report on account of excessive damages, as well as a verdict.[53] And it seems that, in a proper case, the assessment of a judge may be reversed for the same reason.[54]

§ 1329. Practice.

The objection to a verdict that it is excessive must be made by a motion to set it aside on that ground.[55] It cannot be considered on a simple appeal from a judgment.[56] The point must be made at the trial, for otherwise the verdict will not be disturbed, even if it is probably incorrect.[57] The usual practice upon setting a verdict aside because it is excessive is to order a new trial; which may be upon the *quantum* of damages alone.[58]

§ 1330. Remission of the excess.

In some cases where the jury have given such excessive damages that the court feel bound to set aside the verdict, they will, instead of simply ordering a new trial, give the plaintiff the option of reducing the verdict to the sum which the court considers reasonable, and on his remitting the excess will deny the motion for a new trial, and this is actions of tort as well as on contracts.[59]

verdict is seldom disturbed. Harris *v.* Rupel, 14 Ind. 209.)

[51] *Kentucky:* Louisville & N. R. R. *v.* Brown, 127 Ky. 732, 106 S. W. 795, 13 L. R. A. (N. S.) 1134.

Mississippi: Alabama & V. Ry. *v.* Gibbs (Miss.), 12 So. 545.

[52] Lewis *v.* Black, 27 Miss. 425.

[53] Eastman *v.* Mayor of New York, 5 Robt. 389.

[54] Miles *v.* Barrows, 122 Mass. 579.

[55] *Maine:* Moody *v.* Camden, 61 Me. 264.

Michigan: Cascarella *v.* National Grocer Co., 151 Mich. 15, 114 N. W. 857.

[56] Alfaro *v.* Davidson, 40 N. Y. Super. Ct. 87.

[57] *Colorado:* J. W. Hugus & Co. *v.* Hardenburg, 19 Colo. App. 464, 76 Pac. 543.

Pennsylvania: Patton *v.* Philadelphia, 189 Pa. 602, 42 Atl. 296.

England: Fletcher *v.* Tayleur, 17 C. B. 21.

[58] Boyd *v.* Brown, 17 Pick. 453.

In New York the Appellate Division of the Supreme Court may further reduce a verdict already reduced by the trial judge. Stemmerman *v.* Nassau El. R. R., 36 App. Div. 218, 56 N. Y. Supp. 730.

[59] *United States:* Blunt *v.* Little, 3 Mas. 102; The Grecian Monarch, 32 Fed. 635; Fotheringham *v.* Adams Ex. Co., 36 Fed. 252.

In New York the Court of Appeals may grant the privilege of reducing the verdict when the excess is due to the mistake of the court.[60] As to whether an intermediate court can give the plaintiff the option of reducing the verdict, or of trying the case again, when the jury has erred in giving excessive damages, the decisions in that State have not been uniform. It was once held that the court *in banc* has no such power.[61] But the law is now settled otherwise, and in favor of this power.[62] Under the Louisiana Code the damages may be reduced by the court absolutely, without any choice on the part of the plaintiff.[63] In Georgia it is held that counsel may voluntarily remit part of a verdict, pending motion for a new trial, and if the balance is not excessive the verdict will not be set aside.[64]

Arizona: Southern Pac. Co. *v.* Tomlinson, 4 Ariz. 126, 33 Pac. 710.

California: Kinsey *v.* Wallace, 36 Cal. 462, 95 Am. Dec. 199.

Illinois: Illinois Cent. R. R. *v.* Ebert, 74 Ill. 399.

Iowa: Collins *v.* Council Bluffs, 35 Ia. 432; Lombard *v.* Chicago, R. I. & P. R. R., 47 Ia. 494.

Kansas: Missouri P. Ry. *v.* Dwyer, 36 Kan. 58; Francis *v.* Brock, 80 Kan. 100, 102 Pac. 472.

Massachusetts: Doyle *v.* Dixon, 97 Mass. 208, 93 Am. Dec. 80.

Minnesota: Craig *v.* Cook, 28 Minn. 232.

Mississippi: Young *v.* Englehard, 1 How. 19.

Montana: Kennon *v.* Gilmer, 5 Mont. 257, 51 Am. Rep. 45.

New Hampshire: Belknap *v.* Boston & M. R. R., 49 N. H. 358.

New Jersey: Union *v.* Durkes, 38 N. J. L. 21.

New York: Bishop *v.* Autographic R. R., 19 App. Div. 268, 46 N. Y. Supp. 97; Diblin *v.* Murphy, 3 Sandf. 19.

Ohio: Pendleton St. R. R. *v.* Rahmann, 22 Oh. St. 446; Iron R. R. *v.* Mowery, 36 Oh. St. 418, 38 Am. Rep. 597.

Pennsylvania: Yeager *v.* Weaver, 64 Pa. 425, 3 Am. Rep. 601.

Rhode Island: Burdick *v.* Weeden, 9 R. I. 139.

South Carolina: Guerry *v.* Kerton, 2 Rich. L. 507.

Wisconsin: Murray *v.* Buell, 74 Wis. 14, 41 N. W. 1010.

England: Belt *v.* Lawes, 12 Q. B. D. 356; Davidson *v.* Molyneux, 17 L. T. R. (N. S.) 289. But the practice has been repudiated by the House of Lords: Watt *v.* Watt, [1905] A. C. 115.

Canada: Steadman *v.* Venning, 22 N. B. 639.

[60] Mechanics' & T. Bank *v.* Farmers' & M. Nat. Bank, 60 N. Y. 40.

[61] Moffet *v.* Sackett, 18 N. Y. 522; Cassin *v.* Delany, 38 N. Y. 178.

[62] Collins *v.* Albany & S. R. R., 12 Barb. 492; Clapp *v.* Hudson River R. R., 19 Barb. 461; Potter *v.* Thompson, 22 Barb. 87; Murray *v.* Hudson River R. R., 47 Barb. 196; Sears *v.* Conover, 3 Keyes, 113; Hayden *v.* Florence Sewing Machine Co., 54 N. Y. 221.

[63] Black *v.* Carrollton R. R., 10 La. Ann. 33, 63 Am. Dec. 586; Mortimer *v.* Thomas, 23 La. Ann. 165; Haselmeyer *v.* McLellan, 24 La. Ann. 629; Cointement *v.* Cropper, 41 La. Ann. 303.

[64] Central R. R. *v.* Crosby, 74 Ga. 737, 58 Am. Rep. 463.

But in Texas this power of reducing the verdict by the action of the court has been limited to those cases where the measure of damages is matter of law, upon the ground [65] that in other cases the court has no right to substitute its opinion for that of the jury.

In Tennessee, in the case of Vaulx *v.* Herman,[66] the trial court was dissatisfied with the verdict; but upon the plaintiff remitting part of it, refused to set the verdict aside. This was held upon appeal to have been error; for the trial court, if dissatisfied with the verdict, should set it aside. This would seem to deny the right of the court in that State to give the plaintiff an option between a *remittitur* and a new trial. In Wisconsin the Supreme Court, in case of an excessive verdict, grants a new trial, no right of *remittitur* being recognized in that court; but the court indicates what amount of damages would not be thought excessive.[67]

The form of the *remittitur* is, that the verdict will be set aside and a new trial granted unless within a time limited the plaintiff files in court his remission of all the verdict except the amount named. If the plaintiff fails to file his remission within the time named, the verdict is set aside; [68] while if the plaintiff does file his remission it is a voluntary act, and he cannot thereafter ask for judgment on the original verdict.[69]

§ 1331. When a remittitur will be entered.

While the granting of a *remittitur* lies entirely within the discretion of the court, this discretion will usually be exercised in accordance with reason and precedent; and an examination of the cases in which it has been and had not been ordered is profitable. On principle the court should in no case grant the *remittitur* as of course; for the prejudice and passion of the jury may well have entered into the finding upon other issues besides the amount of damages.[70] The court should be well satis-

[65] Thomas *v.* Womack, 13 Tex. 580.

[66] 8 Lea, 687.

[67] Goodno *v.* Oshkosh, 28 Wis. 300; Patten *v.* Chicago & N. W. Ry., 32 Wis. 524.

[68] Winningham *v.* Philbrick, 56 Wash. 38, 105 Pac. 144 (no further time can be given by the Supreme Court).

[69] *Colorado:* Colorado City *v.* Liafe, 28 Colo. 468, 65 Pac. 630.

Florida: Pensacola Gas Co. *v.* Pebley, 25 Fla. 381, 5 So. 593.

[70] Loewenthal *v.* Streng, 90 Ill. 74.

fied with the finding of the jury upon other issues, before the verdict is allowed to stand upon a *remittitur* being entered. And in Arkansas it was held that where exemplary damages are wrongly included, the court is incompetent to order a *remittitur*.[71] In West Virginia it is said that a *remittitur* will not be ordered where the court has no bases for estimating the exact amount of the damages.[72]

Where the damages are excessive, but the excessive portion of the verdict may easily be separated, the court will order the remission of this portion, and, upon that being done, will uphold the verdict;[73] as where the verdict is so much for compensatory and so much for exemplary damages, and exemplary damages are not permissible,[74] or the verdict is excessive only because it exceeds the amount claimed.[75] And where the excess is due to an error in calculation which is discoverable by the court, the error may be corrected by a *remittitur*.[76]

On the other hand, if the verdict is excessive because of bias, passion, or prejudice, the error taints the whole verdict, and a new trial should be granted without *remittitur;*[77] or if there is no way of estimating the excess, as where exemplary damages were wrongly included with compensatory,[78] or an erroneous conception of the law acted upon by the jury.[79] But where

[71] St. Louis, I. M. & S. Ry. *v.* Hall, 53 Ark. 7, 13 S. W. 138.

[72] Unfried *v.* Baltimore & O. R. R., 34 W. Va. 260, 12 S. E. 512.

[73] *Georgia:* City & S. Ry. *v.* Brauss, 70 Ga. 368.

Iowa: Callanan *v.* Shaw, 24 Ia. 441.

Nebraska: Brown *v.* Drake, 28 Neb. 695, 45 N. W. 47.

[74] *Utah:* Rugg *v.* Tolman, 117 Pac. 54.

Wisconsin: Stone *v.* Chicago, S. P. M. & O. Ry., 88 Wis. 98, 59 N. W. 457.

[75] Geisberg *v.* Mutual B. & L. Assoc. (Tex. Civ. App.), 60 S. W. 478.

[76] *Montana:* Lewis *v.* Northern Pac. Ry., 36 Mont. 207, 92 Pac. 469.

New York: Muller *v.* Barker (Misc.), 90 N. Y. Supp. 388.

Oklahoma: Chicago, R. I. & P. Ry. *v.* Wehrman, 25 Okla. 147, 105 Pac. 328.

Texas: Lewter *v.* Lindley (Tex. Civ. App.), 121 S. W. 178.

[77] *Colorado:* F. M. Davis I. W. Co. *v.* White, 31 Colo. 82, 71 Pac. 384.

Georgia: Savannah, F. & W. Ry. *v.* Harper, 70 Ga. 119.

Iowa: Welsh *v.* Tri-City Ry., 148 Ia. 200, 126 N. W. 1118.

Kansas: Steinbuchel *v.* Wright, 43 Kan. 307, 23 Pac. 560; Drumm *v.* Cessnun, 58 Kan. 331, 49 Pac. 78.

Minnesota: Mastellar *v.* Great Northern Ry., 100 Minn. 236, 110 N. W. 869.

[78] *Illinois:* Chicago U. T. Co. *v.* Lauth, 216 Ill. 176, 74 N. E. 738.

Mississippi: Chicago, St. L. & N. O. R. R. *v.* Jarrett, 59 Miss. 470.

[79] *United States:* Jayne *v.* Loder, 149 Fed. 21, 78 C. C. A. 653, 7 L. R. A. (N. S.) 984.

the error is the simple one of grossly overestimating, in the opinion of the court, the proper compensation for a loss which the jury is properly directed to estimate, it is usually held proper for the court to permit a *remittitur*, even if the injury is a non-pecuniary one.[80] In a few such cases, however, the court has declined to order a *remittitur*, but has set the verdict aside and ordered a new trial.[81]

§ 1332. Action of appellate courts on excessive damages.

It is not every court which will interfere in a case of excessive damages. In some courts which sit exclusively to decide points of law, the question of excessive damages is not considered, being left entirely to the trial court. It has been so determined in the New York Court of Appeals,[82] and in the Supreme Courts of Illinois,[83] New Hampshire,[84] Oregon,[85] South Carolina,[86] and in the Federal appellate courts.[87] In Connecticut it was said that the Supreme Court would not review a verdict unless all the evidence were before them.[88]

On the other hand, it sometimes happens that the trial court sets aside or cuts down the verdict of a jury, and the plaintiff thereupon takes the question to an appellate court; and that

Illinois: Jones & Adams Co. *v.* George, 227 Ill. 64, 81 N. E. 4.

[80] *California:* Davis *v.* Southern Pac. Co., 98 Cal. 13, 32 Pac. 646.

Florida: Pensacola Gas Co. *v.* Pebley, 25 Fla. 381, 5 So. 593.

Kansas: Union Pac. Ry. *v.* Mitchell, 56 Kan. 324, 43 Pac. 244; Davis *v.* Atchison, T. & S. F. Ry., 81 Kan. 505, 106 Pac. 288; Rea-Patterson Mill Co. *v.* Myrick, 10 Kan. App. 581, 63 Pac. 462 (pecuniary damage).

Missouri: Osborn *v.* Quincy, O. & K. C. Ry. (Mo. App.), 129 S. W. 226.

Texas: Producers' Oil Co. *v.* Barnes (Tex. Civ. App.), 120 S. W. 1023.

[81] *Arizona:* Southern Pac. Co. *v.* Fitchett, 9 Ariz. 128, 80 Pac. 359.

Indiana: Nickey *v.* Zonker, 22 Ind. App. 211, 53 N. E. 478.

Kansas: Atchison, T. & S. F. R. R. *v.* Richards, 58 Kan. 344, 49 Pac. 436.

Missouri: Thero *v.* Missouri Pac. Ry., 144 Mo. App. 161, 129 S. W. 266.

[82] Gale *v.* New York C. & H. R. R. R., 76 N. Y. 594.

[83] McCulloch *v.* Illinois Steel Co., 243 Ill. 464, 90 N. E. 664.

[84] Merrill *v.* Perkins, 61 N. H. 262.

[85] Nelson *v.* Oregon Ry. & N. Co., 13 Ore. 141, 9 Pac. 321, 57 Am. Rep. 6; Lindsay *v.* Grande R. L. Co., 48 Ore. 430, 87 Pac. 145.

[86] Petrie *v.* Columbia & G. R. R., 29 S. C. 303.

[87] Illinois Cent. R. R. *v.* Davies, 146 Fed. 247, 76 C. C. A. 613; Mason C. & F. D. R. R. *v.* Boynton, 158 Fed. 599, 85 C. C. A. 421; Toledo, S. L. & W. R. R. *v.* Kountz, 168 Fed. 832, 94 C. C. A. 244.

[88] Page *v.* Merwin, 54 Conn. 426.

court may then reverse the action of the trial court and restore the verdict of the jury on the ground that it was not excessive.[89]

§ 1333. What amount is excessive.

In determining what amount is excessive the court is not only exercising its discretion, but also passing on a question of fact, raised in a particular case which cannot be like any other case subsequently presented. No decision upon what amount of damages is excessive can therefore be an authority in any other case. Yet it is sometimes most helpful to a court, in deciding the question of excessiveness, to know what has been the action of other courts in similar cases; not as establishing a controlling rule of law, but as evidence of the common judgment or opinion of courts on the subject.[90] A verdict largely exceeding the average amount awarded for injuries of a like nature and extent has been said to be excessive.[91] And in an action in Louisiana, for the death of two children, where the court was to estimate the proper compensation, finding that it had previously allowed $6,000 for the death of one child of about the same age, it allowed $12,000 for the death of the two children.[92]

For these reasons it has seemed wise to collect here a large number of cases where the courts have passed upon the excessiveness or inadequacy of verdicts. But considering that "the purchasing power of money is less than it has been in the past," [93] and that any but recent cases might for that reason and other similar reasons be misleading rather than helpful, we have generally confined our citation of authorities to cases recently decided.

[89] *Minnesota:* Blume *v.* Scheer, 83 Minn. 409, 86 N. W. 446; Halness *v.* Anderson, 110 Minn. 204, 124 N. W. 830.

New York: Scott *v.* Sun P. & P. Assoc., 74 Hun, 284, 26 N. Y. Supp. 690.

Rhode Island: Smith *v.* Macomber, 28 R. I. 248, 66 Atl. 570.

[90] Johnson *v.* Long Island R. R., 144 N. Y. 719, 39 N. E. 857, 80 Hun, 306, 30 N. Y. Supp. 318; Swanton *v.* King, 72 App. Div. 578, 76 N. Y. Supp. 528. See McMahon *v.* New Orleans R. & L. Co., 127 La. 544, 53 So. 857, 32 L. R. A. (N. S.) 346.

[91] Lockwood *v.* Twenty-third St. Ry., 15 Daly, 374, 7 N. Y. Supp. 663.

[92] Cherry *v.* Louisiana & A. Ry., 121 La. 471, 46 So. 596, 17 L. R. A. (N. S.) 505.

[93] Monroe, J., in Dole *v.* New Orleans Ry. & L. Co., 121 La. 945, 46 So. 929, 19 L. R. A. (N. S.) 623.

§ 1334. Pecuniary loss.

Where the loss is pecuniary, or to property, the verdict will not in general be regarded as excessive where the amount of it is no greater than is justified by some evidence in the case,[94] or is greater only by the amount of allowable interest.[95] On the other hand, if the verdict much exceeds the highest estimate of value by the witnesses, it will be set aside as excessive.[96]

The court has passed upon verdicts claimed to be excessive in many cases of ordinary trespass,[97] aggravated tres-

[94] *Iowa:* Ball *v.* Keokuk & N. W. Ry., 74 Ia. 132, 37 N. W. 110.

Kansas: Pate *v.* Fitzhugh, 46 Kan. 129, 26 Pac. 452.

Minnesota: Hinton *v.* Eastern Ry., 72 Minn. 339, 75 N. W. 373.

Nebraska: Buel *v.* Chicago, R. I. & P. Ry., 81 Neb. 430, 116 N. W. 299.

Nevada: Paul *v.* Cragnaz, 25 Nev. 293, 59 Pac. 857, 60 Pac. 983.

New York: McCarten *v.* Flagler, 69 Hun, 134, 23 N. Y. Supp. 263; Meisch *v.* Rochester El. Ry., 72 Hun, 604, 25 N. Y. Supp. 244; Hentz *v.* Mt. Vernon, 78 App. Div. 515, 79 N. Y. Supp. 774; Reisenberg *v.* New York City Ry. (Misc.), 91 N. Y. Supp. 4.

North Dakota: McDonnell *v.* Minneapolis, S. P. & S. S. M. Ry., 17 N. D. 606, 118 N. W. 819.

Texas: Missouri Pac. Ry. *v.* Peay (Tex. Civ. App.), 26 S. W. 768; Foley *v.* Houston, B. & T. Ry. (Tex. Civ. App.), 110 S. W. 96.

Wisconsin: Dwight Bros. Paper Co. *v.* Western Paper Co., 114 Wis. 414, 90 N. W. 444.

Wyoming: Chicago, B. & Q. R. R. *v.* Morris, 16 Wyo. 308, 93 Pac. 664.

Where the verdict was greatly in excess of the evidence of all unprejudiced witnesses, though no greater than the plaintiff's estimate, the court in one case set the verdict aside as not supported by the evidence. Turner *v.* Hardin, 80 Ia. 691, 45 N. W. 758.

[95] Chicago, S. L. & P. R. R. *v.* Barnes, 2 Ind. App. 213, 28 N. E. 328.

[96] *Georgia:* Postal T. C. Co. *v.* Peyton, 124 Ga. 746, 52 S. E. 803, 3 L. R. A. (N. S.) 333.

Kansas: Wichita & C. Ry. *v.* Gibbs, 47 Kan. 274, 27 Pac. 991; Upcher *v.* Oberlender, 50 Kan. 315, 31 Pac. 1080.

New Jersey: Thompson *v.* Morris C. & B. Co., 17 N. J. L. 480.

Wisconsin: Murray *v.* Buell, 74 Wis. 14, 41 N. W. 1010; McNamara *v.* McNamara, 108 Wis. 613, 84 N. W. 901.

But see *Rhode Island:* Shibley *v.* Gendron, 25 R. I. 519, 57 Atl. 304.

[97] The following verdicts have been held not too great:

$40 for cutting a fish-net by one who claimed exclusive right to fish; actual damage $2. Rose *v.* Belyea, 1 Han. (N. B.) 109.

$50 for occupying one-twelfth of an acre of land for four years and a half, the land being worth $50 per acre, where there were no special damages. Henderson *v.* Chicago, R. I. & P. Ry., 83 Ia. 221, 48 N. W. 1029.

$150 for breaking open cellar door to remove gas meter; no actual damage and no aggravation. Reed *v.* New York & R. Gas Co., 93 App. Div. 453, 87 N. Y. Supp. 810.

$600 for entering house, expelling wife, removing furniture, pulling down side of house, and opening cow pen. Cook *v.* Garza, 9 Tex. 358.

The following have been held excessive:

pass,[98] illegal seizure of property on legal process,[99] wrongful attachment of wires,[100] and other acts of trespass on, or injury to, real estate;[101] and the same general considera-

$300 for entering house and removing goods worth less than $50. Donhard *v.* Shirley, 56 S. W. 17, 21 Ky. L. Rep. 1653.

$300 for entering land while hunting and resisting ejection. Broughton *v.* Singleton, 2 N. & McC. (S. C.) 338.

[98] The following verdicts for malicious trespass have been upheld:

$250 for digging up land on Sunday in oppressive manner. Koenigs *v.* Jung, 73 Wis. 178, 40 N. W. 801.

$325 for entering land and tearing down wall. Zimmerman *v.* Bonzar (Pa.), 16 Atl. 71.

$500 for violent and high-handed crossing of land. Golding *v.* Williams, Dud. (S. C.) 92.

$500 for maliciously pulling down house. Chapman *v.* Kincaid, 8 Humph. (Tenn.) 150.

£500 for boisterously sporting on land. Merest *v.* Harvey, 5 Taunt. 442, 1 Marsh. 139.

$3,000 for violent trespass, actual damage $20. Johnson *v.* Hannahan, 3 Strob. (S. C.) 425.

$5,000 for entering and putting up insulting handbill. Ogden *v.* Gibbons, 5 N. J. L. 518.

[99] The following verdicts have been upheld:

$21.60 actual and $50 exemplary for taking exempt property on execution. Stonestreet *v.* Crandell, 10 Kan. App. 575, 62 Pac. 249.

$400 besides value of property for taking exempt property. Caldwell *v.* Porcher (Tex.), 17 S. W. 87.

$500 for illegal distraint for rent on Sunday. Mayfield *v.* White, 1 Browne (Pa.), 241.

$500 for breaking into house while owner was ill to serve summons in civil action. Foley *v.* Martin (Cal.), 71 Pac. 165.

$1,350 including exemplary damages for killing cattle as diseased. Pearson *v.* Zehr, 138 Ill. 48, 29 N. E. 854.

The following has been set aside:

$500 for unlawful seizure of property worth $76. Texas Installment Co. *v.* Lewis (Tex. Civ. App.), 30 S. W. 486.

[100] The following verdicts have been upheld:

$50 for attaching wires to chimney. Bunke *v.* New York Tel. Co., 188 N. Y. 600, 81 N. E. 1161, affirming 110 App. Div. 24, 97 N. Y. Supp. 66.

$280 for loss of time worth on the evidence $240. Friedman *v.* Brooklyn Heights R. R., 52 Misc. 477, 102 N. Y. Supp. 525.

$333 for erecting poles on land and stringing wires. Dobson *v.* Postal T. C. Co., 79 S. C. 429, 60 S. E. 948.

The following was set aside:

$500 actual and exemplary for cutting eight feet from top of ornamental shade trees. Cumberland T. & T. Co. *v.* Cassedy, 78 Miss. 666, 29 So. 762.

[101] The following verdicts have been upheld:

$10 for collecting surface water in front of plaintiff's premises. Howard *v.* Lamoni, 124 Ia. 348, 100 N. W. 62.

$250 for injury lessening yearly rental $100. Smith *v.* Felt, 50 Barb. (N. Y.) 612.

$250 for obstructing highway for two hours. Tutwiler C. C. & I. Co. *v.* Nail, 141 Ala. 374, 37 So. 634.

$300 for destroying roof, well and cistern and breaking fences, sidewalk, window glass and porches. Sanitary Dist. of Chicago *v.* Kompare, 135 Ill. App. 312.

tions apply to actions brought for other miscellaneous pecuniary injuries.[102]

§ 1335. Defamation.

The jury is always allowed a wide range in finding damages for defamation. Actual malice, long-continued defamation, and other circumstances justifying exemplary damages will support a large verdict;[103] and for imputations against a woman's chastity liberal verdicts have been allowed to stand.[104]

$675 for nuisance by flooding with sewage, causing illness. Houston *v.* Bryan, 2 Tex. Civ. App. 553, 22 S. W. 231.

The following has been set aside:

$400 for obstructing right of way causing slight damage. Schaaf *v.* Pennsylvania R. R., 77 N. J. L. 115, 71 Atl. 114.

[102] The following verdicts have been upheld:

$200 for failure to construct farm crossings, causing inconvenience. Van Jellico Min. Co. *v.* Rollins, 108 S. W. 235, 32 Ky. L. Rep. 1190.

$2,500 for failure to restore a highway, necessitating use of a road 1¼ miles longer. Post *v.* West Shore Ry., 123 N. Y. 580, 26 N. E. 7.

$5,000 for slander of title, causing business to fall off and loss of sale of lease and goodwill for $3,700. Hopkins *v.* Downe, 21 R. I. 20, 41 Atl. 567.

The following have been set aside:

$127.50 for breach of contract to operate sight-seeing cars, being maximum loss if car was full each trip. Zabinsko *v.* Bedford Garage, 134 App. Div. 318, 118 N. Y. Supp. 959.

$483.50 for keeping out of possession of household goods for a short time. Margolith *v.* McDonald, 62 S. W. 1026, 23 Ky. L. Rep. 248.

$1,560, damage to land not taken by railway, no special damage shown. St. Louis & I. B. Ry. *v.* Barnsback, 234 Ill. 344, 84 N. E. 931.

[103] The following verdicts have been upheld:

$40,000 actual and $10,000 exemplary damages for malicious statements to customers, injuring business. American F. L. M. Co. *v.* Brown, 54 Tex. Civ. App. 448, 118 S. W. 1106.

$45,000, where there had been long-continued persecution. Smith *v.* Times Co., 4 Pa. Dist. Ct. 399.

$25,000, where there was gross aggravation. Young *v.* Fox, 49 N. Y. Supp. 634.

$5,000 for wanton publication imputing swindle in newspaper of large circulation. Hartman *v.* Morning Journal Assoc., 19 N. Y. Supp. 398.

$3,000 for malicious publication imputing adultery. Grace *v.* McArthur, 76 Wis. 641, 45 N. W. 518.

$2,000 for malicious blacklisting. Missouri Pac. Ry. *v.* Behee, 2 Tex. Civ. App. 107, 21 S. W. 384.

The following verdicts have been reduced or set aside:

$2,000 for wanton transmission of libellous and insulting message reduced to $1,000. Peterson *v.* Western U. T. Co., 75 Minn. 368, 77 N. W. 985.

$5,200 for same libel set aside. Peterson *v.* Western U. T. Co., 65 Minn. 18, 67 N. W. 646.

$40,000 for malicious charges against magistrate reduced to $25,000. Crane *v.* Bennett, 77 App. Div. 102, 79 N. Y. Supp. 66.

[104] The following verdicts have been upheld:

A charge of crime, especially if followed by actual prosecution as a consequence, will support a finding of heavy damages.[105] And defamation affecting business or otherwise injuring the plaintiff is liberally compensated.[106]

$500 for imputing unchastity. Flannigan *v.* Stauss, 131 Wis. 94, 111 N. W. 216.

$800 for slander by wealthy man. Fuller *v.* Fenner, 16 Barb. 333.

$800 for slander against married woman. Emerson *v.* Miller, 115 Ia. 315, 88 N. W. 803.

$887.66 for malicious slander against recently married woman of 16. Raynolds *v.* Vinier, 125 App. Div. 18, 109 N. Y. Supp. 293.

$1,000 for imputing criminal intercourse with negro. Smittey *v.* Pinch, 148 Mich. 670, 112 N. W. 868.

$2,485.50 for charging plaintiff with keeping company with negro. Luft *v.* Lingane, 17 R. I. 420, 22 Atl. 942.

$2,500 for charge of keeping disorderly house. Wendt *v.* Craig, 17 N. Y. Supp. 748.

$3,500 for malicious charge of long-continued unchastity with defendant. Bloomfield *v.* Pinn, 84 Neb. 472, 121 N. W. 716.

The following verdicts have been held excessive:

$3,000, mitigating facts, reduced to $2,000. Brooks *v.* Dutcher, 22 Neb. 644, 36 N. W. 128; Bailey *v.* Kling (Neb.), 130 N. W. 439.

$7,000 reduced to $1,700. Riker *v.* Clopton, 83 App. Div. 310, 82 N. Y. Supp. 65.

[105] The following verdicts have been upheld:

$200 for charge of theft. Dallin *v.* Mayer, 122 App. Div. 676, 107 N. Y. Supp. 316.

$437.50 for charge of theft. Sanborn *v.* Fickett, 91 Me. 364, 40 Atl. 66.

$450 for charge of counterfeiting. Pellardis *v.* Journal Printing Co., 99 Wis. 156, 74 N. W. 99.

$500 for charge of rape. Gilman *v.* McClatchy, 111 Cal. 606, 44 Pac. 241.

$500 for charge of theft. Fatjo *v.* Seidel, 109 La. 699, 33 So. 737.

$500 for charge of burglary followed by prosecution and arrest. Plummer *v.* Johnson, 70 Wis. 131, 35 N. W. 334.

$1,458, where prosecution followed and cost $700. Provident S. L. A. Soc. *v.* Johnson, 99 S. W. 1159, 30 Ky. L. Rep. 1031.

$1,500 for charge of theft. S. M. Burgess & Co. *v.* Patterson, 106 S. W. 837, 32 Ky. L. Rep. 624.

The following verdicts have been held excessive:

$1,000 for charge of theft withdrawn in few minutes; reduced to $500. Townsley *v.* Yeutsch (Ark.), 135 S. W. 882.

$5,000, charge of embezzlement, no circumstances of aggravation. Turton *v.* New York Recorder Co., 22 N. Y. Supp. 766.

[106] The following verdicts have been upheld:

$50 for calling a "cultured" gentleman a "colored" gentlemen. Upton *v.* Times-Democrat Pub. Co., 104 La. 141, 28 So. 970.

$300 for charging butcher with selling diseased pork. Mowry *v.* Raabe, 89 Cal. 606, 27 Pac. 157.

$750 for slander in presence of numerous people. Childs *v.* Childs, 49 Wash. 27, 94 Pac. 660.

$1,500 for distributing circulars calling plaintiff a liar. Turner *v.* Stevens, 8 Utah, 75, 30 Pac. 24.

$3,000 (reduced from verdict of $7,500) for libel against business character. Hines *v.* Shumaker, 95 Miss. 477, 52 So. 705.

$3,500 for charging undertaker with

§ 1336. False imprisonment.

Damages for false imprisonment have not taken a very wide range, except in a few unusual cases. The largest damages allowed to stand on a first trial have been for an imprisonment which involved peculiar defamation, as in an insane asylum or a reformatory for women.[107] In a Kentucky case, Schneider

intoxication at funeral of General Grant. Holmes *v.* Jones, 69 Hun, 346, 23 N. Y. Supp. 631.

$5,000 for charging political corruption. Meriwether *v.* Publishers: George Knapp & Co., 120 Mo. App. 354, 97 S. W. 257.

$5,000 for serious charge of fraud. Jacquelin *v.* Morning Journal Assoc., 57 N. Y. Supp. 299.

$7,000 for charge of political corruption against judge. Lauder *v.* Jones, 13 N. D. 525, 101 N. W. 907.

The following have been set aside:

$8,000 for charge of selling impure lead. Butterworth *v.* Todd, 76 N. J. L. 317, 70 Atl. 139.

$5,000 for charge of dishonesty in profession. Dennis *v.* Johnson, 42 Minn. 301, 44 N. W. 68.

$4,500 for political corruption. Evening Post Co. *v.* Rhea, 81 S. W. 273, 26 Ky. L. Rep. 375.

$1,000 for charging school teacher with incompetence, reduced to $300. Sherwood *v.* Kyle, 125 Cal. 652, 58 Pac. 270.

[107] The following verdicts have been upheld:

$100, imprisonment 13 days, cost of discharge $23. Jacques *v.* Parks, 96 Me. 268, 52 Atl. 763.

$250, arrest for illegal voting. Thomas *v.* Henderson, 125 La. 292, 51 So. 202.

$250, detained in office 45 minutes, became sick from shock and disgrace. Kroeger *v.* Passmore, 36 Mont. 504, 93 Pac. 805, 14 L. R. A. (N. S.) 988.

$250, jail for two days, expenses $40. Brosde *v.* Sanderson, 86 Wis. 368, 57 N. W. 49.

$350 and $450, jail for 2½ hours. Bauman *v.* Lamont, 82 Minn. 477, 85 N. W. 236.

$500 (reduced from $875), short detention caused by honest mistake. Dunlevy *v.* Wolferman, 106 Mo. App. 46, 79 S. W. 1165.

$500, arrest for evading fare, son arrested at same time had recovered six cents. Toomey *v.* Delaware, L. & W. R. R., 4 Misc. 392, 24 N. Y. Supp. 108.

$500 for imprisonment in ball park one hour, no special damage. Tolcott *v.* National Exhibition Co., 144 App. Div. 337, 128 N. Y. Supp. 1059.

$800, public arrest. Scott *v.* Com., 93 S. W. 668, 29 Ky. L. Rep. 571.

$800, jail 2½ hours. Judson *v.* Reardon, 16 Minn. 387.

$1,000, jail for some time, illness resulted, exemplary damages. Wheeler & W. M. Co. *v.* Boyce, 36 Kan. 350, 13 Pac. 609, 59 Am. Rep. 571.

$1,000, publicly searched, health impaired. Illinois Cent. R. R. *v.* Wilson, 103 S. W. 364, 31 Ky. L. Rep. 789.

$1,000, imprisonment 1½ hours. Thorp *v.* Carvalho, 36 N. Y. Supp. 1.

$1,000, public arrest, imprisonment till released on *habeas corpus*. Bollon *v.* Vellines, 94 Va. 393, 26 S. E. 847, 64 Am. St. Rep. 737.

$1,200, publicly searched. Efroymson *v.* Smith, 29 Ind. App. 451, 63 N. E. 328.

$1,271, detained three days in detective agency. Pinkerton *v.* Snydor, 87 Ill. App. 76.

$1,500, imprisonment in an insane asylum. "A sad, silent and fragile little lady, now beyond middle life, wrongfully declared a lunatic, and that

v. McGill,[108] an election officer was illegally arrested, was kept in custody three hours, and suffered no unusual indignity and no violence. A verdict of $4,000 was held excessive.

§ 1337. Malicious prosecution.

In actions for malicious prosecution larger verdicts have been given and allowed to stand than in actions for false imprisonment.[109] In a case in Illinois Mexican Central Railway

of the most repulsive style, shut up in a madhouse, under the circumstances disclosed, and with a stigma branded upon her name and character, . . . with endurance of such shame, humiliation, and crucifixion of soul, as happily does not often fall to a woman's lot." Bacon *v.* Bacon, 76 Miss. 458, 24 So. 968.

$2,500 for imprisonment seven years in charitable institution for reformation of women and girls. Gallon *v.* House of Good Shepherd, 158 Mich. 361, 122 N. W. 631.

$2,500, against officer who wantonly made false charge, verdict restored by Supreme Court after being cut down to $200 by trial court. Smith *v.* Macomber, 28 R. I. 248, 66 Atl. 570.

$3,000, third verdict. Union Depot & R. R. *v.* Smith, 16 Colo. 361, 27 Pac. 329.

The following verdicts have been held excessive:

$4,000, imprisonment three hours, no aggravation. Schneider *v.* McGill, 64 S. W. 835, 23 Ky. L. Rep. 587.

$750, taken to police station and searched, no exemplary damages. Staples *v.* Schmid, 18 R. I. 224, 26 Atl. 193.

$550, arrest for evading fare, no actual damage, circumstances of mitigation, reduced to $10. Palmer *v.* Maine Cent. R. R., 92 Me. 399, 42 Atl. 800, 69 Am. St. Rep. 513, 44 L. R. A. 673.

$500, no humiliation or expense, short imprisonment. Miller *v.* Ashcraft, 98 Ky. 314, 32 S. W. 1085, 17 Ky. L. Rep. 894.

$400, formal arrest for non-payment taxes, paid at once; judges respectively mentioned $50, $100 and $250 as limit. Fanjoy *v.* Portland, 29 N. B. 24.

$288, refused to give bonds, asked to be locked up, on reaching jail released; reduced to $100. Yost *v.* Tracy, 13 Utah, 431, 45 Pac. 346.

[108] 23 Ky. L. Rep. 587, 64 S. W. 835.

[109] The following verdicts have been upheld:

$70, ten days in jail. Peterson *v.* Toner, 80 Mich. 350, 45 N. W. 346.

$300, no special damages. Weil *v.* Israel, 42 La. Ann. 955, 964, 8 So. 826.

$400, prosecution for larceny of worthless fence. Haas *v.* Powers, 130 Wis. 406, 110 N. W. 205.

$450, prosecution for theft of valise. Orefice *v.* Savarese, 113 N. Y. Supp. 175.

$500, prosecution for stealing horse. Stephens *v.* Gravit, 136 Ky. 479, 124 S. W. 414.

$500, prosecution to force payment of debt. Morgan *v.* Duffy, 94 Tenn. 686, 30 S. W. 735.

$550 though not committed to jail. Martin *v.* Corscadden, 34 Mont. 308, 86 Pac. 33.

$600, no serious inconvenience or expense, exemplary damages. Henderson *v.* McGuder (Ind. App.), 94 N. E. 580.

$600, imprisoned less than one hour, greatly humiliated. Charlton *v.* Markland, 36 Wash. 40, 78 Pac. 132.

$780, jail three hours, temporary loss

v. Gehr [110] the defendant railway was sued for malicious prosecution and resulting imprisonment in Mexico. Plaintiff was an officer of the company, and was arrested for embezzlement, kept in a Mexican jail for two months, when he was discharged without a trial. The jail was uncomfortable. The plaintiff was a man of excellent family and social connections, fine personal character, and presumably of fine sensibilities. A verdict of $40,000 was allowed to stand.

of position, some expense. Fiola *v.* McDonald, 85 Minn. 147, 88 N. W. 431.

$800 exemplary damages. Merchant *v.* Piekle, 10 N. D. 48, 84 N. W. 574.

$1,000, confined in cell four hours. Scholl *v.* Schnebel, 8 N. Y. Supp. 855.

$1,000, illness, small expense. Neys *v.* Taylor, 12 S. D. 488, 81 N. W. 901.

$1,000 exemplary damages. Eggett *v.* Allen, 119 Wis. 625, 96 N. W. 803.

$1,500, two public arrests and other indignities. Rule *v.* McGregor, 115 Ia. 323, 88 N. W. 814.

$2,000, jail over night, no injury to reputation. Finigan *v.* Sullivan (Wash.), 118 Pac. 888.

$2,500 exemplary damages, injury to reputation and business. Spencer *v.* Cramblett, 56 Kan. 794, 44 Pac. 985.

$6,500. Evansville & T. H. R. R. *v.* Talbot, 131 Ind. 221, 29 N. E. 1134.

$7,500, few hours in jail, attended court two or three times. National Surety Co. *v.* Mabry, 139 Ala. 217, 35 So. 698.

$12,500, prosecution for arson to defraud insurance company. Carp *v.* Queen Ins. Co., 203 Mo. 295, 101 S. W. 78.

$25,000, prosecution of man fifty-five years old, salary $4,500 per year, cost of defense $5,000. Rawson *v.* Leggett, 97 App. Div. 416, 90 N. Y. Supp. 5.

The following verdicts have been held excessive:

$20,000, former verdict $40,000 set aside, no exemplary damages. Bell *v.* Atlantic C. R. R., 58 N. J. L. 227, 33 Atl. 211.

$6,000 reduced from $8,000, imprisonment twenty-four days. Fadner *v.* Filer, 27 Ill. App. 506.

$4,500, no imprisonment, plaintiff, an ignorant negro, released on bond, case thrown out by grand jury. Wright *v.* Hagerman, 42 S. W. 917, 19 Ky. L. Rep. 1032.

$4,000, no exemplary damages, former verdict $2,800 set aside. Davis *v.* McMillan, 142 Mich. 391, 105 N. W. 862, 3 L. R. A. (N. S.) 928.

$3,500, in custody one hour, discharged on appearance in court, expense $50; reduced to $1,000. Billingsley *v.* Maas, 93 Wis. 176, 67 N. W. 49.

$3,000, expenses $150, short arrest, man of bad character. Davis *v* Seeley, 91 Ia. 583, 60 N. W. 183.

$2,500, only technical arrest. O'Boyle *v.* Shively, 65 Ill. App. 278.

$2,000, evading fare, no special or exemplary damages; reduced to $1,000. Ruth *v.* St. Louis Transit Co., 98 Mo. App. 1, 71 S. W. 1055.

$1,000, no exemplary damages. Cartwright *v.* Elliott, 45 Ill. App. 458.

$1,000, released on bail, attended court three days; $500 sufficient. Cointenent *v.* Cropper, 41 La. Ann. 303, 6 So. 127.

$1,000 reduced to $400. Bell *v.* Morse, 48 Kan. 601, 29 Pac. 1086.

$500, four days' imprisonment, time and expenses $20, no special damages. Sasse *v.* Rogers, 40 Ind. App. 197, 81 N. E. 590.

[110] 66 Ill. App. 173.

§ 1338. Alienation of affections.

In actions for alienation of affections much depends on the pecuniary and other circumstances of the parties, and a wide range is to be expected in the size of verdicts. For alienation of the affections of a husband, the loss of society and support is a large element.[111] For alienation of the affections of a wife, usually accompanied by seduction, the affection of the husband and the wealth of the seducer may justify large verdicts;[112] while evidence of lack of affection or condonation by husband will prevent the allowance of heavy damages.[113]

§ 1339. Breach of promise of marriage.

Damages for breach of promise of marriage depend largely on the wealth of the defendant and upon the fact of seduction, and a large range of damages is therefore to be expected.[114]

[111] The following verdicts have been upheld:

$1,750. Wilson *v.* Coulter, 29 App. Div. 85, 90, 51 N. Y. Supp. 804.

$3,000. White *v.* White, 101 Minn. 451, 112 N. W. 627.

$5,000. Nichols *v.* Nichols, 147 Mo. 387, 401, 48 S. W. 947.

$5,000, actual and $1,500 exemplary. White *v.* White, 140 Wis. 538, 122 N. W. 1051.

$7,500. Cochran *v.* Cochran, 127 App. Div. 319, 111 N. Y. Supp. 588.

$15,000. Lockwood *v.* Lockwood, 67 Minn. 476, 70 N. W. 784.

The following have been set aside:

$30,000. Sivley *v.* Sivley, 96 Miss. 137, 51 So. 457.

$7,000 reduced to $2,000. Heisler *v.* Heisler, 151 Ia. 503, 127 N. W. 823.

$2,000, wife did not desire husband's affection. Van Olinda *v.* Hall, 88 Hun, 452, 34 N. Y. Supp. 777.

[112] The following verdicts have been upheld:

$15,000. Speck *v.* Gray, 14 Wash. 589, 45 Pac. 143.

$15,000, reduced by trial court to $10,000. Fuller *v.* Robinson, 230 Mo. 22, 130 S. W. 343.

$5,250. Hartpence *v.* Rodgers, 143 Mo. 623, 45 S. W. 650.

[113] The following verdicts have been set aside as excessive:

$5,000, husband had connived, and had been sent to jail for setting wife on hot stove. Peek *v.* Taylor, 17 Ky. L. Rep. 1312, 34 S. W. 705.

$5,000, second verdict, lack of affection shown. Bathke *v.* Krassin, 78 Minn. 272, 80 N. W. 950.

[114] The following verdicts have been upheld:

$1,500, restoring verdict reduced by trial court to $500, seduction, defendant worth $3,000. Halness *v.* Anderson, 110 Minn. 204, 124 N. W. 830.

$5,000. Kerns *v.* Hagenbuchle, 17 N. Y. Supp. 367.

$8,000, seduction, defendant worth $16,000. Lanigan *v.* Neely, 4 Cal. App. 760, 89 Pac. 441.

$8,000, engagement of fourteen years, seduction. Hanson *v.* Johnson, 41 Wis. 550, 124 N. W. 506.

$16,000, seduction, defendant worth $50,000 to $75,000. Geiger *v.* Payne, 102 Ia. 581, 69 N. W. 554.

The following has been set aside:

$3,500, short engagement, no aggra-

§ 1340. Seduction.

Large damages have been upheld for the seduction of plaintiff's wife [115] or daughter; [116] but even larger damages have been allowed where a woman sued under a statute for her own seduction.[117]

§ 1341. Telegraph companies.

In jurisdictions where recovery is allowed for mental suffering for delay in delivering telegrams, or for non-delivery, many cases have been presented for determining the excessiveness of damages. A frequent cause of action has arisen from delay in messages announcing illness or death, so that the plaintiff was unable to arrive at the bedside of a relative before unconsciousness or death,[118] or was unable to be present at the funeral of a relative. The recovery in the latter case seems to

vation, defendant worth $6,000. Kellett *v.* Robie, 99 Wis. 303, 74 N. W. 781.

[115] The following verdicts have been upheld:

$3,000. Smith *v.* Meyers, 52 Neb. 70, 71 N. W. 1006.

$4,275. Dorman *v.* Sebree, 21 Ky. L. Rep. 634, 52 S. W. 809.

[116] The following verdicts have been upheld:

$1,200. Thiebault *v.* Prendergast (R. I.), 69 Atl. 922.

$3,000. Riddle *v.* McGinnis, 22 W. Va. 253.

$3,500. Kerns *v.* Hagenbuchle, 17 N. Y. Supp. 369.

[117] $25,000 not excessive. Marshall *v.* Taylor, 98 Cal. 55, 32 Pac. 867, 35 Am. St. Rep. 14.

[118] The following verdicts have been upheld:

$300. Western U. T. Co. *v.* Gillis, 97 Ark. 226, 133 S. W. 833.

$500. Western U. T. Co. *v.* Cleveland, 169 Ala. 131, 53 So. 80.

$500. Arkansas & L. Ry. *v.* Stroude, 82 Ark. 117, 100 S. W. 760.

$955.50. Western U. T. Co. *v.* Price, 137 Ky. 758, 126 S. W. 1100, 29 L. R. A. (N. S.) 836.

$1,000. Western U. T. Co. *v.* Blackmer, 82 Ark. 526, 102 S. W. 366.

$1,150. Western U. T. Co. *v.* Bennett (Tex. Civ. App.), 124 S. W. 151.

$1,200. Western U. T. Co. *v.* Cobb (Tex. Civ. App.), 118 S. W. 717.

$1,950. Western U. T. Co. *v.* Zane, 6 Tex. Civ. App. 585, 25 S. W. 722.

$1,995. Western U. T. Co. *v.* Sloss, 45 Tex. Civ. App. 153, 100 S. W. 354.

$2,000. Western U. T. Co. *v.* Houghton (Tex. Civ. App.), 26 S. W. 448.

$2,150. Western U. T. Co. *v.* Piner, 9 Tex. Civ. App. 152, 29 S. W. 66.

$2,500. Western U. T. Co. *v.* Evans, 5 Tex. Civ. App. 55, 23 S. W. 998.

The following verdicts have been held excessive:

$5,000. Western U. T. Co. *v.* Evans, 1 Tex. Civ. App. 297, 21 S. W. 266.

$4,750. Western U. T. Co. *v.* Piner, 1 Tex. Civ. App. 301, 21 S. W. 315.

$1,250, could not have arrived before father became unconscious, reduced to $500. Western U. T. Co. *v.* Bouchell, 28 Tex. Civ. App. 23, 67 S. W. 159.

$900, delay of several days, but reached bedside thirty-six hours before death. Newport N. & M. V. R. R. *v.* Griffin, 92 Tenn. 694, 22 S. W. 737.

have been graduated according to the relationship.[119] In other cases also the excessiveness of damages allowed against a telegraph company has been brought in question.[120]

§ 1342. Carriers.

For any misuse of a passenger by a carrier the damages are partly non-pecuniary, leaving the assessment to the judgment of a jury; and the question of excessiveness is often presented. Thus the court has had to pass upon the damages in cases where a carrier failed to stop to take on a passenger,[121] or failed to stop the conveyance and leave him at his destination, thus

[119] The following verdicts have been upheld:

$400.25 (brother). Western U. T. Co. *v.* Bell, 48 Tex. Civ. App. 359, 106 S. W. 1147.

$500 (brother). Western U. T. Co. *v.* Hill (Tex. Civ. App.), 26 S. W. 252.

$700 (brother). Western U. T. Co. *v.* Thompson, 18 Tex. Civ. App. 279, 44 S. W. 402.

$1,000 (wife). Western U. T. Co. *v.* Fuel, 165 Ala. 391, 51 So. 571.

$1,000 (brother). Western U. T. Co. *v.* Caldwell, 126 Ky. 42, 102 S. W. 840, 31 Ky. L. Rep. 497, 12 L. R. A. (N. S.) 748.

$1,350 (father). Western U. T. Co. *v.* McDavid (Tex. Civ. App.), 121 S. W. 893.

$2,000 (mother). Western U. T. Co. *v.* Hardison (Tex. Civ. App.), 101 S. W. 541.

The following were set aside:

$1,354 (brother). Western U. T. Co. *v.* Weniski, 84 Ark. 457, 106 S. W. 486.

$750 (son), could not have arrived till after decomposition set in; reduced to $350. Western U. T. Co. *v.* Rhine, 90 Ark. 57, 117 S. W. 1069.

[120] The following verdicts have been upheld:

$100, plaintiff not met on arrival at station, suffered inconvenience. Western U. T. Co. *v.* Karr, 5 Tex. Civ. App. 60, 24 S. W. 302.

$450, plaintiff told both parents dead instead of only one. Western U. T. Co. *v.* Taylor, 122 S. W. 131.

$750, plaintiff traveling with body of deceased child not met on arrival at station. Western U. T. Co. *v.* Giffin, 27 Tex. Civ. App. 306, 65 S. W. 661.

The following verdicts have been held excessive:

$1,999.99 for delay in getting physician for sick child. Western U. T. Co. *v.* Berdine, 2 Tex. Civ. App. 577, 21 S. W. 982.

$1,000 for delaying information of mother's condition; reduced to $500. Western U. T. Co. *v.* Hiller, 93 Miss. 658, 47 So. 377.

$345 for causing necessity of hack ride for 20 miles. Western U. T. Co. *v.* Collins, 156 Ala. 333, 47 So. 61.

[121] The following verdicts have been upheld:

$100, plaintiff forced to walk home, took all night. Indiana U. T. Co. *v.* Heller, 44 Ind. App. 385, 89 N. E. 419.

$250, physician on way to see patients. Southern Ry. *v.* Wallis, 133 Ga. 553, 66 S. E. 370, 30 L. R. A. (N. S.) 401.

The following have been set aside as excessive:

$1,500, no special damages, exemplary damages allowed. Memphis & C. R. R. *v.* Green, 52 Miss. 779.

$1,000, caught in rain and became sick. Burns *v.* Alabama & V. R. R., 93 Miss. 186, 47 So. 640.

compelling him to return from the place where he was left,[122] or where it failed to carry him through to his destination.[123] For wrongful expulsion of a passenger the damages may be affected by the humiliating circumstances of the expulsion,[124] the insulting or violent language or conduct of the conductor,[125] or

[122] The following verdicts have been upheld:

$75, carried two miles, exposure and illness. St. Louis, I. M. & S. R. R. *v.* Knight, 81 Ark. 429, 99 S. W. 684.

$150, including exemplary damages. Birmingham R. L. & P. Co. *v.* Nolan, 134 Ala. 329, 32 So. 715.

$500, including exemplary damages, carried three-fourths mile beyond station at night in rain. Higgins *v.* Louisville & N. R. R., 64 Miss. 80, 8 So. 176.

$1,000, where passenger was injured while walking back. Winkler *v.* St. Louis, I. M. & S. R. R., 21 Mo. App. 99.

$1,000, including exemplary damages, conductor used profane and insulting language. Fordyce *v.* Nix, 58 Ark. 136, 23 S. W. 967.

$1,500, exposure caused illness. St. Louis, I. M. & S. Ry. *v.* Day, 86 Ark. 104, 110 S. W. 220.

The following verdicts have been held excessive:

$1,750, insulted, walked half mile, made nervous. North Alabama Trac. Co. *v.* Daniel, 158 Ala. 414, 48 So. 50.

$1,000, walked back at night over trestle and was frightened; reduced to $500. Texas & P. Ry. *v.* Mansell (Tex. Civ. App.), 23 S. W. 549.

$300, no special damages. Southern R. R. *v.* Bryant, 105 Ga. 316, 31 S. E. 182.

[123] $210, upheld, dark night, walk of several miles. Gulf, C. & S. F. Ry. *v.* Sain (Tex. Civ. App.), 24 S. W. 958.

$300, excessive, reduced to $200. Moss *v.* Missouri Pac. Ry., 128 Mo. App. 385, 107 S. W. 422.

[124] The following verdicts have been upheld where there were circumstances of humiliation:

$60. Dalton *v.* Beers, 38 Conn. 529.

$200, where walked six miles in rain. Fordyce *v.* Manuel, 82 Tex. 527, 18 S. W. 657.

$250, boy of thirteen, only thirty yards from starting point. St. Louis S. W. R. R. *v.* Furlow, 81 Ark. 496, 99 S. W. 689.

$500. Cagney *v.* Manhattan R. R., 2 N. Y. Supp. 410.

$500, Houston & T. C. R. R. *v.* Lee (Tex. Civ. App.), 123 S. W. 154.

$650, walked five miles. Chamberlain *v.* Lake Shore & M. S. R. R., 122 Mich. 477, 81 N. W. 339.

The following verdicts have been held excessive:

$5,000. Warner *v.* Southern Pac. Co., 113 Cal. 105, 45 Pac. 187, 54 Am. St. Rep. 327.

$4,000. Elser *v.* Southern Pac. Co., 7 Cal. App. 493, 94 Pac. 852.

$1,900; reduced to $500. Willson *v.* Northern Pac. R. R., 5 Wash. 621, 32 Pac. 468.

$1,400, expulsion of woman causing great nervous suffering; reduced to $400. Sloane *v.* Southern California R. R., 111 Cal. 668, 44 Pac. 320, 32 L. R. A. 193.

$900, expulsion from Pullman car. Pullman Co. *v.* Custer (Tex. Civ. App.), 140 S. W. 847.

$500. Camden I. Ry. *v.* Frazier, 97 S. W. 776, 30 Ky. L. Rep. 186.

$390. Atchison, T. & S. F. R. R. *v.* Hogue, 50 Kan. 40, 31 Pac. 698.

[125] The following verdicts were upheld where the carrier's servants were insulting or used unnecessary violence:

$150 reduced to $100. Brown *v.* Minneapolis & S. P. S. Ry., 102 Minn. 298, 113 N. W. 895.

$299.54. Wightman *v.* Chicago &

the inconvenience of the place where the passenger is expelled;[126] or by serious injuries supervening on the expulsion;[127] but if there are no circumstances of aggravation, large damages will not be allowed,[128] unless exemplary damages may be al-

N. R. R., 73 Wis. 169, 40 N. W. 689, 9 Am. St. Rep. 778, 2 L. R. A. 185.

$300. Southern Pac. Co. *v.* Craner (Tex. Civ. App.), 101 S. W. 534.

$100 actual and $300 exemplary. Short *v.* St. Louis & S. F. R. R. (Mo.), 130 S. W. 489.

$500. Atchison, T. & S. F. R. R. *v.* Cuniffe (Tex. Civ. App.), 57 S. W. 692.

$1,000. Chesapeake & O. R. R. *v.* Osborne, 97 Ky. 112, 30 S. W. 21, 53 Am. St. Rep. 407.

$1,250. Gulf, C. & S. F. Ry. *v.* Moore (Tex. Civ. App.), 39 S. W. 987.

$1,500, serious personal injuries, exemplary damages. St. Louis, I. M. & S. Ry. *v.* Mynott, 83 Ark. 6, 102 S. W. 380.

$1,500, walk of thirty miles after imprisonment. Trabing *v.* California N. & I. Co., 133 Cal. xx, 65 Pac. 478.

$6,000, leg broken. Singleton *v.* Southwestern R. R., 70 Ga. 464.

The following verdicts were held excessive:

$2,500; reduced to $750. Mobile, J. & K. C. R. R. *v.* Kranfield, 92 Miss. 494, 46 So. 71.

$1,000; reduced to $100. Missouri, K. & T. Ry. *v.* Mitchell, 47 Tex. Civ. App. 307, 105 S. W. 827.

[126] The following verdicts were upheld where inconvenience or physical injury resulted from the expulsion:

$50. Durfee *v.* Union Pac. Ry., 9 Utah, 213, 33 Pac. 944.

$287. Birmingham R. L. & P. Co. *v.* Turner, 154 Ala. 542, 45 So. 671.

$425. South Covington & C. S. Ry. *v.* Quinn, 110 S. W. 404, 33 Ky. L. Rep. 534.

$1,500. Texas & P. R. R. *v.* Lynch (Tex. Civ. App.), 73 S. W. 65.

The following verdicts were held excessive, in spite of resulting discomfort or physical injury:

$1,000; reduced to $100. St. Louis, I. M. & S. Ry. *v.* Woodruff, 89 Ark. 9, 115 S. W. 953.

$850. Masterson *v.* Chicago & N. W. R. R., 102 Wis. 571, 78 N. W. 757.

$750. Gillen *v.* Minneapolis, S. P. & S. S. M. Ry., 91 Wis. 633, 65 N. W. 373.

$500; reduced to $250. Gulf, C. & S. F. R. R. *v.* St. John, 13 Tex. Civ. App. 257, 35 S. W. 501.

$250. McLean *v.* Chicago, S. P. M. & O. Ry., 50 Minn. 485, 52 N. W. 966.

$200. Howe *v.* Gibson, 3 Tex. Civ. App. 263, 22 S. W. 826.

[127] Where the expulsion caused serious physical injury the following verdicts have been upheld:

$2,500. Flavin *v.* Chicago, B. & Q. R. R., 43 Mont. 220, 115 Pac. 667.

$10,000. Chicago U. T. Co. *v.* Brethauer, 125 Ill. App. 204, affirmed, 223 Ill. 521, 79 N. E. 287.

A verdict of $1,000 was held excessive, and was reduced to $500. Shannon *v.* Northern Pac. Ry., 44 Wash. 321, 87 Pac. 351.

[128] The following verdicts have been upheld where there were no special circumstances of aggravation:

$150. Gileson *v.* Minneapolis & St. L. R. R., 85 Minn. 329, 88 N. W. 970.

$175. Arnold *v.* Rhode Island Co., 28 R. I. 118, 163, 66 Atl. 60.

$200. Chicago, St. L. & P. R. R. *v.* Holdbridge, 118 Ind. 281, 20 N. E. 837.

$300. Phettiplace *v.* Northern Pac. R. R., 84 Wis. 412, 54 N. W. 1092.

$500. Marlow *v.* Southern Pac. Co., 151 Cal. 383, 90 Pac. 928.

lowed.[129] Large damages have also been allowed for abuse, assault, or other injury to passengers by servants of the carrier [130]

$500. Monnier *v.* New York Cent. & H. R. R., 70 App. Div. 405, 75 N. Y. Supp. 521.

$4,000, former verdict for $5,000 set aside. Peck *v.* New York C. & H. R. R., 8 Hun, 286.

The following verdicts have been held excessive:

$1,500. Cunningham *v.* Seattle Electric R. & P. Co., 3 Wash. 471, 28 Pac. 745.

$1,300. Comer *v.* Foley, 98 Ga. 678, 25 S. E. 671.

$1,000. Terre Haute, A & St. L. R. R. *v.* Vanatta, 21 Ill. 188, 74 Am. Dec. 96.

$800. Olson *v.* Northern Pac. R. R., 49 Wash. 626, 96 Pac. 150, 18 L. R. A. (N. S.) 209.

$759. Brian *v.* Oregon S. L. R. R., 40 Mont. 109, 105 Pac. 489.

$750, reduced by trial court from $1,500; further reduced to $400. Gillen *v.* Minneapolis, St. P. & S. S. M. R. R., 91 Wis. 633, 65 N. W. 373.

$500. Louisville & N. R. R. *v.* Breckinridge, 99 Ky. 1, 34 S. W. 702.

$500. Finch *v.* Northern Pac. R. R., 47 Minn. 36, 49 N. W. 329.

$400. Cincinnati, N. O. & T. P. R. R. *v.* Carson (Ky.), 140 S. W. 71.

$250. St. Louis, I. M. & S. Ry. *v.* Woodard, 69 Ark. 659, 64 S. W. 263.

[129] The following verdicts, including exemplary damages, have been upheld:

$1,325. Louisville City R. R. *v.* Mercer, 11 Ky. L. Rep. 810.

$2,000. Louisville & N. R. R. *v.* Wilkinson, 15 Ky. L. Rep. 92.

The following verdict has been held excessive:

$750. Georgia R. & B. Co *v.* Eskew, 86 Ga. 641, 12 S. E. 106, 22 Am. St. Rep. 490.

[130] The following verdicts have been upheld:

$250, conductor cursed and threatened woman. St. Louis S. W. Ry. *v.* Granger (Tex. Civ. App.), 100 S. W. 987.

$50 actual and $450 exemplary; brakeman knocked passenger down and kicked him in mouth. Cathey *v.* St. Louis & S. F. R. R. (Mo.), 130 S. W. 130.

$500, conductor insulted passenger and struck him in face. Coorman *v.* Brooklyn Heights R. R., 127 App. Div. 315, 111 N. Y. Supp. 531.

$750, conductor cursed and threatened. Cincinnati, N. O. & T. P. Ry. *v.* Strosnider, 121 S. W. 971.

$1,000, passenger insulted and imprisoned on steamboat. Ragland *v.* Norfolk & Washington (D. C.) Steamboat Co., 163 Fed. 376.

$1,000, eyes and nose bruised. Sweeney *v.* Chicago City Ry., 148 Ill. App. 351.

$1,000. Missouri, K. & T. R. R. *v.* Gaines, 35 Tex. Civ. App. 257, 79 S. W. 1104.

$1,000, conductor kissed passenger. Craker *v.* Chicago & N. W. R. R., 36 Wis. 657, 17 Am. Rep. 504.

$2,000, driver criminally assaulted female passenger. Beardmore *v.* Barton, 108 Minn. 28, 121 N. W. 228.

$2,500, negro servant insulted woman passenger. Gulf, C. & S. F. Ry. *v.* Luther, 40 Tex. Civ. App. 517, 90 S. W. 44.

$2,500, badly beaten. Birmingham R. & E. Co. *v.* Baird, 130 Ala. 334, 30 So. 456.

$2,500, left hand crippled. Louisville & N. R. R. *v.* Ray, 101 Tenn. 1, 46 S. W. 554.

$5,000, operation required. Nien-

or by third persons through lack of protection by the carrier's servants,[131] and for failure of the carrier to provide proper accommodations.[132] Verdicts have also been considered in actions for other injuries by a carrier to passenger.[133]

dorff *v.* Manhattan Ry., 4 App. Div. 46, 38 N. Y. Supp. 690.

In the following cases the verdicts were held excessive:

$1,500; reduced to $1,000. Doran *v.* Brooklyn & N. Y. F. Co., 19 N. Y. Supp. 172.

$1,000, a former verdict of $7,000 having previously been set aside. Georgia S. & F. Ry. *v.* Ransom, 5 Ga. App. 740, 68 S. E. 943.

$1,000. Mitchell *v.* United Rys., 125 Mo. App. 1, 102 S. W. 661.

$900; reduced to $100. Texas N. O. R. R. *v.* Marshall (Tex. Civ. App.), 140 S. W. 508.

$500; reduced to $100. Burfeindt *v.* New York City Ry., 52 Misc. 651, 101 N. Y. Supp. 589.

$123. Mueller *v.* Chicago, B. & N. R. R., 75 Minn. 109, 77 N. W. 566.

[131] The following verdicts have been upheld:

$200, reduced from $300. Jansen *v.* Minneapolis & S. L. R. R., 112 Minn. 496, 128 N. W. 826, 32 L. R. A. (N. S.) 1206.

$250. Lucy *v.* Chicago G. W. Ry., 64 Minn. 7, 65 N. W. 944, 31 L. R. A. 551.

$1,000. Richmond & D. R. R. *v.* Jefferson, 89 Ga. 554, 17 L. R. A. 571, 16 S. E. 69.

$2,000. Savannah St. R. R. *v.* Bryan, 86 Ga. 312, 12 S. E. 307, 22 Am. St. Rep. 748.

The following verdicts have been held excessive:

$18,000. Louisville & N. R. R. *v.* McEwan, 31 S. W. 465, 17 Ky. L. Rep. 406.

$15,000; reduced to $5,000. The Western States, 151 Fed. 929.

$7,125. Louisville Ry. *v.* Wellington, 126 S. W. 370, 137 Ky. 719.

$1,000; reduced to $500. Whitlock *v.* Northern Pac. Ry., 59 Wash. 15, 109 Pac. 188.

[132] The following verdicts have been upheld:

$700, blind man with first-class ticket put in smoking car and made ill. Louisville & N. R. R. *v.* Weathers, 163 Ala. 48, 50 So. 268.

$750 for exclusion from sleeping car. Braum *v.* Webb, 32 Misc. 243, 65 N. Y. Supp. 668.

$900 for failure to reserve berth for sick lady. Pullman P. C. Co. *v.* Nelson, 22 Tex. Civ. App. 223, 54 S. W. 624.

$1,800, married woman insulted and threatened with ejection from berth. Cincinnati, N. O. & T. P. R. R. *v.* Harris, 115 Tenn. 501, 91 S. W. 211, 5 L. R. A. (N. S.) 779.

The following verdicts have been held excessive.

$1,150, defendant suffering with rheumatism not allowed to occupy berth during day. Pullman P. C. Co. *v.* Fowler, 6 Tex. Civ. App. 755, 27 S. W. 268.

$1,000, compelling white woman to ride sixty miles in negro coach; reduced to $100. Missouri, K. & T. R. R. *v.* Ball, 25 Tex. Civ. App. 500, 61 S. W. 327.

$500, failure to reserve berth. Pullman Co. *v.* Pennock, 118 Tenn. 565, 102 S. W. 73.

[133] The following verdicts have been upheld:

$50 for leaving passenger at intermediate station. St. Louis S. W. Ry. *v.* Germany (Tex. Civ. App.), 56 S. W. 586.

$500 for failure to notify woman passenger to change cars. Central of Ga. Ry. *v.* Ashley, 159 Ala. 145, 48 So. 981.

As an example of extreme cases, a verdict of $50.00 was held not excessive where a passenger was compelled to get off and walk a short distance in the mud.[134] And where a conductor made a vicious and unprovoked assault on a passenger with a switch iron, giving him a long wound on the skull, a fracture of the skull, a blood tumor on the eye, causing loss of memory, change of disposition, and permanent injury, and exemplary damages were recoverable for the malice, $5,000 compensatory and $2,000 exemplary damages were held not to be excessive.[135]

§ 1343. Other malicious torts, or wrongs causing mental suffering.

For other malicious torts large verdicts have been allowed, as for malicious attachment,[136] malicious eviction from premises,[137] malicious discharge from employment [138] or expulsion from a beneficial order,[139] or wrongful invasion of privacy.[140] And damages have been considered for removing the body of a

$1,500 for misinformation about route. Southern Ry. *v.* Nowlin, 156 Ala. 222, 47 So. 180.

$2,500 for delay. Southern Ry. *v.* Miller, 120 S. W. 278 (Ky.).

$5,500 (reduced from $8,500) for causing passenger on alighting to fall through a trestle. Burnside *v.* Minneapolis & St. L. Ry., 110 Minn. 401, 125 N. W. 895.

The following verdicts have been held excessive:

$750 for delay; reduced to $100. LeClaire *v.* Tacoma R. & P. Co., 62 Wash. 157, 113 Pac. 268.

$640 for delay in shipping corpse. Louisville & N. R. R. *v.* Hull, 113 Ky. 561, 68 S. W. 433, 57 L. R. A. 711.

[134] City & S. Ry. *v.* Brauss, 70 Ga. 368.

[135] Neuer *v.* Metropolitan St. Ry., (Mo.), 127 S. W. 669.

[136] The following verdicts have been upheld:

$996. Friedly *v.* Giddings, 119 Fed. 438.

$5,000. Union Mill Co. *v.* Prenzler, 100 Ia. 540, 69 N. W. 876.

[137] The following verdicts have been upheld:

$200. Evertson *v.* Sutton, 5 Wend. (N. Y.) 583.

$400. Wood *v.* Young, 20 Ky. L. Rep. 1931, 50 S. W. 541.

$800. Walterscheid *v.* Crupper, 79 Kan. 627, 100 Pac. 623.

$6,500. O'Conner *v.* Parrott, 22 Ill. App. 429.

[138] $1,200 not excessive. Gibson *v.* Fidelity & Casualty Co., 232 Ill. 49, 83 N. E. 539, affirming 135 Ill. App. 290.

[139] $500 actual and $2,500 exemplary damages not excessive. St. Louis S. W. Ry. *v.* Thompson (Tex. Civ. App.), 108 S. W. 453.

[140] $1,000 not excessive. Rhodes *v.* Sperry & Hutchinson Co., 120 App. Div. 467, 104 N. Y. Supp. 1102.

child from a cemetery,[141] for expulsion from a theatre,[142] for abandonment of an obstetrical case by physician.[143]

§ 1344. Exemplary damages.

Even where exemplary damages are allowed, the amount of them is not entirely within the power of the jury, and the court will see to it that they bear some relation to the actual damages; if the amount is out of all proper proportion to the actual damages the verdict will be set aside as excessive.[144]

§ 1345. Assault and battery.

For intentional injury by assault and battery the circumstances may lead to large damages for mental suffering.[145]

[141] $1,700 excessive. Bessemer L. & I. Co. *v.* Jenkins, 111 Ala. 135, 18 So. 565.

[142] $250 not excessive. Weber-Stair Co. *v.* Fisher, 119 S. W. 195 (Ky. L. Rep.).

[143] $2,000 not excessive. Lathrope *v.* Flood, 135 Cal. 458, 63 Pac. 1007.

[144] The following verdicts for exemplary damages have been held excessive because out of proportion to the actual damages:

$1,000 for trespass on premises of a total value of little over $1,000. Cobb *v.* Johnson (Tex. Civ. App.), 105 S. W. 847.

$225, actual damages $25. Texas L. & C. Co. *v.* Nations (Tex. Civ. App.), 63 S. W. 915.

$800, actual damages $37. Ahrens *v.* Fenton, 138 Ia. 559, 115 N. W. 233.

$2,344, actual damages $56. Flanary *v.* Wood, 32 Tex. Civ. App. 250, 73 S. W. 1072.

$4,950, actual damages $25. Page *v.* Yool, 28 Colo. 464, 65 Pac. 636.

$10,000, actual damages $200. International & G. N. Ry. *v.* Telephone & Tel. Co., 69 Tex. 277, 5 S. W. 517, 5 Am. St. Rep. 74.

The following verdicts for exemplary damages were allowed:

$50, actual damages $35. Lister *v.* Campbell (Tex. Civ. App.), 46 S. W. 876.

$1,500, actual damages $800. Summers *v.* Keller, 152 Mo. App. 626, 133 S. W. 1180.

$2,500, actual damages $500. St. Louis S. W. Ry. *v.* Thompson (Tex. Civ. App.), 108 S. W. 453.

In Bentley *v.* Fischer L. & M. Co., 51 La. Ann. 451, 25 So. 262, exemplary damages of $5,000 where the actual damages were $500 were held sufficient.

[145] The following verdicts have been upheld:

$100, wrist broken. Peterson *v.* Toner, 80 Mich. 350, 45 N. W. 346.

$225. Schmitz *v.* Kirchan, 32 Wash. 546, 73 Pac. 678.

$300. Matthews *v.* Gray (Ky.), 137 S. W. 517.

$350, malicious assault by man on boy. Fleming *v.* Loughren, 139 Ia. 517, 115 N. W. 506.

$400. Faulkner *v.* Davis, 38 S. W. 1049, 18 Ky. L. Rep. 1004.

$450, malicious assault by man on boy. Hollins *v.* Gorham, 66 S. W. 823, 23 Ky. L. Rep. 2185.

$450 exemplary damages. August *v.* Finnerty, 30 Oh. Cir. Ct. 330.

$200 actual and $300 exemplary. McMillen *v.* Elder (Mo. App.), 140 S. W. 917.

This is especially true in the case of indecent assault upon a woman,[146] or in the case of illegal search of the person.[147] Where the defendant, while running his saloon on Sunday in violation of law, made an assault on the plaintiff which broke his jaw, made it necessary to employ surgical aid, and caused

$500 exemplary damages. Coal B. E. Ry. *v.* Young, 126 Ill. App. 651.

$500, assault of man on child. Moore *v.* Sturm, 88 Neb. 793, 130 N. W. 581.

$570, aggravated case. Smith *v.* Flannery, 69 Hun, 615, 23 N. Y. Supp. 201.

$900, pain, and serious injury to hip. Williams *v.* Williams, 132 Mo. App. 266, 111 S. W. 837.

$1,000, including exemplary damages, defendant publicly spit in plaintiff's face. Alcorn *v.* Mitchell, 63 Ill. 553.

$1,000, plaintiff maimed. Slater *v.* Rink, 18 Ill. 527.

$1,000, patient in hospital injured by demented patient. University of Louisville *v.* Hammock, 127 Ky. 564, 106 S. W. 219.

$1,000, wanton assault in dining-room of hotel, exemplary damages. Borland *v.* Barrett, 76 Va. 128, 44 Am. Rep. 152.

$1,250, malicious and unprovoked battery on sick woman, exemplary damages. Chicago C. T. Co. *v.* Mahoney, 230 Ill. 562, 82 N. E. 868, affirming 131 Ill. App. 591.

$2,000, gunshot wound. James *v.* Hayes, 63 Kan. 133, 65 Pac. 241.

$2,000, plaintiff a minister. Wagner *v.* Gibbs, 80 Miss. 53, 31 So. 434, 92 Am. St. Rep. 598.

$2,500, serious injury in public place. Rand *v.* Butte E. Ry., 40 Mont. 398, 107 Pac. 87.

$2,500, plaintiff rendered insane. Spear *v.* Sweeney, 88 Wis. 545, 60 N. W. 1060.

$4,500, severe injury to seaman. Bolden *v.* Jensen, 70 Fed. 505.

$5,000, pain, eyesight impaired. Doerhoefer *v.* Shewmaker, 97 S. W. 7, 29 Ky. L. Rep. 1193.

The following verdicts have been held excessive:

$5,000 for overcoming resistance of girl to entry on land. East Jersey Co. *v.* Slingerland, 58 N. J. L. 411, 33 Atl. 843.

$2,000, slight injury. St. Peter *v.* Iowa Tel. Co., 151 Ia. 294, 131 N. W. 2.

$2,000, assault with whip. Goetz *v.* Ambs, 22 Mo. 170.

$1,000 for insulting assault on man of poor character; reduced to $300. Matson *v.* Matson, 105 Me. 152, 73 Atl. 867.

$600, slight injury. Nagle *v.* Cohn (R. I.), 67 Atl. 419.

[146] The following verdicts were upheld:

$500. Bruske *v.* Neugent, 116 Wis. 488, 93 N. W. 454.

$700 after former verdicts of $500 and $510 had been set aside. Ragsdale *v.* Ezell, 20 Ky. L. Rep. 1567, 49 S. W. 775.

A verdict of $3,000 was held excessive, and reduced to $1,500. Kurpgeweit *v.* Kirby, 88 Neb. 72, 129 N. W. 127.

[147] The following verdicts were upheld:

$800. Kress *v.* Lawrence, 158 Ala. 652, 47 So. 574.

$2,500. Doane *v.* Anderson, 15 N. Y. Supp. 459.

A verdict of $1,000 was held excessive where a woman, accused of taking property, went to the office and stayed there some time in order to get back her property. Fair *v.* Himmel, 50 Ill. App. 215.

an expense of $225, and loss of time, a verdict of $482 was held not excessive.[148] Where a woman while in a delicate state of health was wrongfully ejected from a house in bad weather, at night, and was compelled to seek shelter with a neighbor, a verdict of $6,000 actual and $1,000 exemplary damages was held not excessive.[149] In Pullman Palace Car Co. *v.* Lawrence [150] a verdict for $15,000 as compensatory and exemplary damages for an assault on a passenger was upheld; and in Nirsing *v.* Smith [151] a verdict for $45,000 was allowed to stand where the defendant murderously assaulted his son-in-law with a shot-gun, seriously disabling him.

§ 1346. Physical injury—Doubtful physical consequences.

Where the plaintiff seeks compensation for alleged injurious consequences of an injury, and the court feels serious doubt whether the damage suffered was in reality a consequence of the injury, this doubt may be considered in passing upon a motion to set aside the verdict as excessive.[152]

§ 1347. Slight or temporary injury.

For a slight or temporary injury small verdicts have been held not excessive, and even in a few cases large verdicts, where the injury, though temporary and curable, is severe; [153]

[148] Bicknese *v.* Brandl, 46 Ind. App. 269, 91 N. E. 41.

[149] Redfield *v.* Redfield, 75 Iowa, 435, 39 N. W. 688.

[150] 74 Miss. 782, 22 So. 53.

[151] 222 Pa. 8, 70 Atl. 906.

[152] Where serious doubt was felt by the court as to whether an alleged consequence had followed from the injury, the following verdicts were held excessive:

$7,000; reduced to $2,500. Wellman *v.* Metropolitan St. Ry., 219 Mo. 126, 118 S. W. 31.

$5,000. Louisville Ry. *v.* Roser, 122 S. W. 149.

$5,000; reduced to $3,000. Briscoe *v.* Metropolitan St. Ry., 222 Mo. 104, 120 S. W. 1162.

$4,250. Webb *v.* Minneapolis St. Ry., 107 Minn. 282, 119 N. W. 955.

$4,060. Johnson *v.* Great N. Ry., 107 Minn. 285, 119 N. W. 1061.

$4,000; reduced to $1,000. Pate *v.* Columbia & P. S. R. R., 52 Wash. 166, 100 Pac. 324.

$3,500; reduced to $2,000. Billings *v.* Snohomish, 51 Wash. 135, 98 Pac. 107.

$2,000; reduced to $1,200. Reynolds *v.* Smith, 148 Ia. 264, 127 N. W. 192.

Anything over $1,000. Schierloh *v.* Interurban St. Ry., 115 App. Div. 455, 101 N. Y. Supp. 437.

[153] For a slight or temporary injury the following verdicts have been upheld:

$200. Tanzer *v.* New York C. Ry., 46 Misc. 86, 91 N. Y. Supp. 334.

$250. Anderson *v.* Sparks, 142 Wis. 398, 125 N. W. 925.

but in general large verdicts have not been sustained for merely temporary injuries.[154]

$300. Sheyer *v.* Lowell, 134 Cal. 357, 66 Pac. 307.

$300. Evansville El. Ry. *v.* Lerch, 40 Ind. App. 147, 81 N. E. 225.

$300. Riley *v.* Iowa Falls, 83 Ia. 761, 50 N. W. 33.

$300. Illinois Cent. R. R. *v.* Tandy, 107 S. W. 715, 32 Ky. L. Rep. 962.

$300. Segerstrom *v.* Lawrence (Wash.), 116 Pac. 876.

$350. Barry *v.* Kurshan, 103 N. Y. Supp. 120.

$400. Louisville & A. R. R. *v.* Davis, 96 S. W. 533, 29 Ky. L. Rep. 846.

$441.67. Hignett *v.* Norridgewock, 105 Me. 189, 73 Atl. 1086.

$450. St. Louis, I. M. & S. Ry. *v.* Grimsley, 90 Ark. 64, 117 S. W. 1064.

$466.66. Vindas *v.* Dering Coal Co., 145 Ill. App. 528.

$500. St. Louis, I. M. & S. Ry. *v.* Fambro, 88 Ark. 12, 114 S. W. 230.

$500. Morton *v.* Pusey, 237 Ill. 26, 86 N. E. 601.

$500. Southern Ry. *v.* Johnson, 101 S. W. 929, 31 Ky. L. Rep. 143.

$500. Baker *v.* Best, 107 S. W. 1192, 33 Ky. L. Rep. 1.

$500. Campbell *v.* Dreher, 110 S. W. 353, 33 Ky. L. Rep. 444.

$500. Louisville Ry. *v.* O'Connell, 126 S. W. 1103 (Ky.).

$500. Creason *v.* St. Louis, I. M. & S. Ry., 149 Mo. App. 223, 130 S. W. 445.

$500. Norman *v.* Bellingham, 46 Wash. 205, 89 Pac. 559.

$600. St. Louis & S. F. Ry. *v.* Neely, 45 Tex. Civ. App. 611, 101 S. W. 481.

$600. Carroll *v.* Centralia Water Co., 5 Wash. 613, 32 Pac. 609.

$650. Scurlock *v.* Boone, 142 Ia. 684, 121 N. W. 369.

$665. Hill *v.* Glenwood, 124 Ia. 479, 100 N. W. 522.

$700. Harvey *v.* News Pub. Co. (R. I.), 69 Atl. 69.

$750. St. Louis S. W. Ry. *v.* Jackson, 91 Ark. 14, 124 S. W. 241.

$750. Lemoine *v.* Sullivan (Ark.), 134 S. W. 946.

$750. Ryan *v.* Knickerbocker Steam-boat Co., 15 Daly, 520, 8 N. Y. Supp. 471.

$800. Winfrey *v.* St. Louis Trans. Co., 122 Mo. App. 388, 99 S. W. 458.

$825. Chesapeake & O. Ry. *v.* Dodge, 66 S. W. 606, 23 Ky. L. Rep. 1959.

$1,000. Eagle Distillery *v.* Hardy (Ky.), 120 S. W. 336.

$1,000. Boyle *v.* Saginaw, 124 Mich. 348, 82 N. W. 1057.

$1,000. Hedges *v.* Metropolitan St. Ry., 125 Mo. App. 583, 102 S. W. 1086.

$1,000. Maness *v.* Joplin & P. Ry., 149 Mo. App. 259, 130 S. W. 87.

$1,000. Kelly *v.* Butte, 34 Mont. 530, 87 Pac. 968.

$1,000. Rogers *v.* Mann (R. I.), 70 Atl. 1057.

$1,000. Houston C. S. Ry. *v.* Ross (Tex. Civ. App.), 28 S. W. 254.

$1,200. Rush *v.* Spokane F. & N. Ry., 23 Wash. 501, 63 Pac. 500.

$1,200. Hiroux *v.* Baum, 137 Wis. 197, 118 N. W. 533, 19 L. R. A. (N. S.) 332.

$1,250 (reduced from $2,500).

---

[154] For a slight or temporary injury the following verdicts have been held excessive:

$25,000; reduced to $5,000. Peyton *v.* Texas & P. Ry., 41 La. Ann. 801, 6 So. 690.

$25,000; reduced to $12,500. Yazoo & M. V. R. R. *v.* Cobb, 94 Miss. 561, 48 So. 522.

$17,500. Dresch *v.* Elliott, 137 App. Div. 252, 122 N. Y. Supp. 14.

$12,000. Rueping *v.* Chicago & N.

§ 1348. Broken bones—Bones of leg and hip.

For a broken leg the amount of compensation allowed by the

Bauer *v.* Ollendorf, 12 Ind. App. 397, 40 N. E. 544.

$1,250. Ownesboro *v.* Williams (Ky. L. Rep.), 116 S. W. 280.

$1,250. Connor *v.* Wabash R. R., 149 Mo. App. 675, 129 S. W. 777.

$1,250. Clegg *v.* Metropolitan St. Ry., 37 N. Y. Supp. 130.

$1,250. Ft. Worth & D. C. Ry. *v.* Bell, 5 Tex. Civ. App. 28, 23 S. W. 922.

$1,350. Washington *v.* Rhode Island Co. (R. I.), 70 Atl. 913.

$1,400. Smith *v.* Des Moines, 84 Ia. 685, 51 N. W. 77.

$1,400. Southern Ry. *v.* Cash, 110 Va. 282, 65 S. E. 601.

$1,500 (reduced from $2,000). Marshall *v.* Saginaw V. T. Co., 157 Mich. 541, 122 N. W. 131.

$1,500. Mack *v.* Chicago, R. I. & P. Ry., 123 Mo. App. 531, 101 S. W. 142.

$1,600. Driscoll *v.* Humes, Cruise & Smiley Co. (R. I.), 69 Atl. 766.

$1,675. Stevens *v.* E. & N. A. Ry., 66 Me. 74.

$2,000. Prowell *v.* Waterloo, 144 Ia. 689, 123 N. W. 346.

$2,000. Plozke *v.* Detroit U. Ry., 162 Mich. 632, 127 N. W. 700.

$2,000. Kampmann *v.* Rothwell (Tex. Civ. App.), 107 S. W. 120.

$2,500. A. L. Clark Lumber Co. *v.* Johns (Ark.), 135 S. W. 892.

$2,500. Miller *v.* St. Paul City Ry. (Minn.), 68 N. W. 862.

$2,500. Heiberger *v.* Missouri & Kansas Tel. Co., 133 Mo. App. 452, 113 S. W. 730.

$2,500. Citizens' Ry. *v.* Griffin, 49 Tex. Civ. App. 569, 109 S. W. 999.

$2,500. Chesapeake & O. Ry. *v.* Hoffman, 109 Va. 414, 63 S. E. 432.

$2,775. Henderson *v.* Clayton, 57 S. W. 1, 22 Ky. L. Rep. 283.

$3,000. La Doucre *v.* Nichel (Minn.), 131 S. W. 852.

$3,000. Egan *v.* Dry Dock, E. B. & B. R. R., 42 N. Y. Supp. 188.

$4,000. Morris *v.* St. Paul City Ry., 105 Minn. 276, 117 N. W. 500.

$6,926.06. Phillips *v.* Taxi Service Co., 183 Fed. 869.

$7,500. Osterholm *v.* Boston & M. C. C. & S. M. Co., 40 Mont. 508, 107 Pac. 499.

W. R. R., 116 Wis. 625, 93 N. W. 843.

$10,000. Duffy *v.* Jacobson, 135 Ill. App. 472.

$10,000. Louisville & N. R. R. *v.* Brown, 127 Ky. 732, 106 S. W. 795.

$10,000. Corcoran *v.* Ulster & D. R. R., 40 N Y. Supp. 1117.

$10,000; reduced to $5,000. Smith *v.* Third Ave. R. R., 10 App. Div. 409, 41 N. Y. Supp. 977.

$10,000. Becker *v.* Albany Ry., 54 N. Y. Supp. 395.

$10,000; reduced to $5,000. Missouri Pacific Ry. *v.* Texas Pacific Ry., 41 Fed. 311.

$6,500. Landro *v.* Great N. Ry. (Minn.), 130 N. W. 553.

$6,500. Waddell *v.* Metropolitan St. Ry., 213 Mo. 8, 111 S. W. 542.

$6,300. Fremont E. & M. V. R. R. *v.* French, 48 Neb. 638, 67 N. W. 472.

$6,000. Louisville & N. R. R. *v.* Survant, 27 S. W. 999, 96 Ky. 197.

$5,500. Karasich *v.* Hasbrouch, 28 Wis. 569.

$5,500; reduced to $3,500. Wadleigh *v.* Duluth St. Ry., 92 Minn. 415, 100 N. W. 104.

$5,000 (reduced from $7,000). Alabama G. S. R. R. *v.* Burgess, 119 Ala. 555, 25 So. 251, 72 Am. St. Rep. 943.

$5,000; reduced to $3,500. Moudy *v.* St. Louis D. B. & P. Co., 153 Mo. App. 34, 130 S. W. 476.

court has varied greatly.[155] Verdicts have also been considered

$5,000; reduced to $1,500. Evers *v.* Weil, 17 N. Y. Supp. 29.

$5,000. Spofford *v.* Rhode Island Suburban Ry., 29 R. I. 34, 69 Atl. 2.

$4,500. Illinois Cent. R. R. *v.* Downs, 122 Ill. App. 545.

$4,500. Meade *v.* Brooklyn Heights R. R., 39 N. Y. Supp. 320.

$4,300. Levitt *v.* Nassau El. Co., 43 N. Y. Supp. 426.

$3,500. Southern Ry. *v.* Lee, 119 S. W. 170 (Ky. L. Rep.).

$3,500. Shortsleeve *v.* New York C. & H. R. R., 40 N. Y. Supp. 1105.

$3,000. Graham *v.* Rockford, 142 Ill. App. 306, affirmed, 238 Ill. 214, 87 N. E. 361.

$3,000. Lexington Ry. *v.* Woodward, 106 S. W. 853, 32 Ky. L. Rep. 653.

$3,000. Kentucky & I. B. & R. Co. *v.* Singheiser, 115 S. W. 192 (Ky. L. Rep.).

$3,000. Kennedy *v.* St. Paul City Ry., 59 Minn. 45, 60 N. W. 810.

$3,000; reduced to $1,925. Putz *v.* St. Paul Gas Light Co., 108 Minn. 243, 121 N. W. 1109.

$2,500. Chicago, R. I. & P. R. R. *v.* Payzant, 87 Ill. 125.

$2,500. Lake St. El. R. R. *v.* Johnson, 70 Ill. App. 413.

$2,500; reduced to $2,000. West Chicago St. R. R. *v.* Musa, 80 Ill. App. 223.

$2,500. Haywood *v.* Dering Coal Co., 145 Ill. App. 506.

$2,500. Vournakis *v.* Maropulos, 147 Ill. App. 630.

$2,350. Fremont E. & M. V. R. R. *v.* Leslie, 41 Neb. 159, 59 N. W. 559.

$2,250. Haskins *v.* Rhode Island Co. (R. I.), 69 Atl. 335.

$2,000; reduced to $1,000. St. Louis, I. M. & S. R. R. *v.* Stovall (Ark.), 136 S. W. 169.

$1,500. St. Louis, I. M. & S. R. R. *v.* Snell, 82 Ark. 61, 100 S. W. 67.

$1,500. Dixon *v.* Scott, 74 Ill. App. 277.

$1,500; reduced to $1,000. Comrade *v.* Atlas L. & S. Co., 44 Wash. 470, 87 Pac. 517.

$1,425; reduced to $1,000. Springfield Consol. Ry. *v.* Wright, 134 Ill. App. 598.

$1,000. Parkinson Sugar Co. *v.* Riley, 50 Kan. 401, 31 Pac. 1090.

$1,000; reduced to $500. Yazoo & M. R. R. *v.* Kelly (Miss.), 53 So. 779.

$1,000; reduced to $600. Johnson *v.* Ish (Neb.), 133 N. W. 201.

$750; reduced to $350. Beller *v.* Levy, 68 Misc. 182, 124 N. Y. Supp. 411.

$700; reduced to $400. Durose *v.* St. Paul City Ry., 80 Minn. 512, 83 N. W. 397.

$500. Southern Ry. *v.* Turner (Miss.), 49 So. 113.

$400. Chicago *v.* Colman, 33 Ill. App. 557.

$250; reduced to $100. Catzer *v.* Brooklyn, O. C. & S. R. R.(Misc.), 112 N. Y. Supp. 1088.

$250; reduced to $125. De Noyels *v.* Joline (Misc.), 116 N. Y. Supp. 662.

$250. Vilicki *v.* New York Transp. Co., 65 Misc. 43, 119 N. Y. Supp. 220.

[155] For a broken leg the following verdicts have been upheld:

$275. Madisonville *v.* Stewart (Ky.), 121 S. W. 421.

$500, nervous system injured. Kentucky Hotel Co. *v.* Camp, 97 Ky. 424, 30 S. W. 1010.

$900, seven months lame, leg permanently shortened. Palmer Transf. Co. *v.* Smith, 137 Ky. 319, 125 S. W. 725, 29 L. R. A. (N. S.) 321.

$985 (reduced from $1,000), both legs, permanent deformity. Mitchell *v.* Libby, 149 Ill. App. 201.

$1,000. Hobart Lee Tie Co. *v.* Keck, 89 Ark. 122, 116 S. W. 183.

$1,200. Smith *v.* Heibel, 157 Mo. App. 177, 137 S. W. 70.

for damages from broken ankles,[156] broken kneecap,[157] and broken hips.[158]

$1,400. Smith *v.* Des Moines, 84 Ia. 685, 51 N. W. 77.

$1,500, permanent distortion and pain. Morgan *v.* C. Hager & Sons H. M. Co., 120 Mo. App. 590, 97 S. W. 638.

$1,800, permanent shortening. Propsom *v.* Leatham, 80 Wis. 608, 50 N. W. 586.

$2,000. Pearce *v.* Kansas City, 156 Mo. App. 230, 137 S. W. 629.

$2,500, permanent incapacity. Dries *v.* Frederich, 73 Tex. 460, 11 S. W. 493.

$2,500. Patterson *v.* Melchior, 106 Minn. 437, 119 N. W. 402.

$3,000 (reduced from $4,000). Chicago City Ry. *v.* Kenyon, 137 Ill. App. 126, affirmed, 235 Ill. 406, 85 N. E. 660.

$3,000, arm also broken and deformed, serious nervous effects. Maine *v.* Chicago City Ry., 148 Ill. App. 509.

$3,000, permanent injury, incapacity

---

[156] For a broken ankle the following verdicts have been upheld:

$2,500. Miller *v.* City of New York, 104 App. Div. 33, 93 N. Y. Supp. 227.

$3,000, arm also broken, earning capacity impaired. Selma Street & S. R. R. *v.* Owen, 132 Ala. 420, 31 So. 598.

$3,000, permanent lameness. St. Joseph & G. I. R. R. *v.* Hedge, 44 Neb. 446, 62 N. W. 887.

$3,000, Pott's fracture. Haney *v.* City of New York, 126 App. Div. 908, 110 N. Y. Supp. 815.

$3,000, permanent stiffness. St. Joseph & G. I. R. R. *v.* Hedge, 44 Neb. 446, 62 N. W. 887.

$4,000, painful and permanent injuries. Missouri, K. & T. Ry. *v.* Briscoe (Tex. Civ. App.), 109 S. W. 453.

$4,000, crippled for life. St. Louis & S. F. Ry. *v.* Woolum, 84 Tex. 570, 19 S. W. 782.

$5,000, permanent impairment of earning capacity. Louisville *v.* Arrowsmith (Ky.), 140 S. W. 1029.

$6,500, rupture, permanent incapacity. The Mincola, 44 Fed. 143.

$7,500, Pott's fracture. Ft. Worth *v.* Williams (Tex. Civ. App.), 119 S. W. 137.

The following verdicts have been held excessive:

$10,000. Adams *v.* Mo. Pac. Ry., 100 Mo. 555, 12 S. W. 637, 13 S. W. 509.

$8,666, strength of leg permanently impaired, but not use of it; reduced to $5,000. Nicholds *v.* Crystal Plate Glass Co., 126 Mo. 55, 28 S. W. 991.

$4,000, great pain, permanent lameness; reduced to $2,500. Johnson *v.* St. Paul City Ry., 67 Minn. 260, 69 N. W. 900, 36 L. R. A. 586.

[157] For broken kneecap and dislocated collar bone, $3,000 was allowed. Ward *v.* Meeds (Minn.), 130 N. W. 2.

[158] For a broken hip the following verdicts have been upheld:

$2,000, leg permanently shortened and crippled. Leonard *v.* Union Ry., 98 App. Div. 204, 90 N. Y. Supp. 574.

$3,000. Beringer *v.* Dubuque St. R. R., 118 Iowa, 135, 91 N. W. 931.

$5,000, impacted fracture, permanent injury. Kansas City *v.* Manning, 50 Kan. 373, 31 Pac. 1104.

$5,000, impacted fracture, great pain. Peterson *v.* Metropolitan St. Ry., 211 Mo. 498, 111 S. W. 37.

$7,750, permanent lameness. Setzler *v.* Metropolitan St. Ry. (Mo.), 127 S. W. 1.

The following verdicts were held excessive:

$15,000; reduced to $10,000. Coxhead *v.* Johnson, 47 N. Y. Supp. 389.

$12,500; reduced to $7,000. Dean *v.* Wabash R. R., 229 Mo. 425, 129 S. W. 953.

§ 1349. Bones of arm or shoulder.

In case of a broken arm, verdicts have had a rather wide

to labor for a year. Campbell *v.* Railway Transfer Co., 95 Minn. 375, 104 N. W. 547.

$3,000, leg shortened. Weingarten *v.* Metropolitan St. Ry., 62 App. Div. 364, 70 N. Y. Supp. 1113.

$3,000, leg shortened. Maloney *v.* Stetson & Post Mill Co., 46 Wash. 645, 90 Pac. 1046.

$3,250, permanent lameness, severe pain. Navailles *v.* Dielmann, 124 La. 421, 50 So. 449.

$3,850, permanent lameness, shoulder dislocated. North Arkansas Tel. Co. *v.* Steiner, 95 Ark. 275, 129 S. W. 810.

$4,000, permanent shortening. Roche *v.* Redington, 125 Cal. 174, 57 Pac. 890.

$4,000, both legs broken. Atchison, T. & S. F. Ry. *v.* Hastings, 78 Kan. 499, 100 Pac. 68.

$4,000. Danville, L. & N. Turnpike Road Co. *v.* Stewart, 2 Metc. (Ky.) 119.

$4,000, foot crushed, head wound, long disablement. Burleigh *v.* St. Louis Tr. Co., 124 Mo. App. 724, 102 S. W. 621.

$4,000, left arm and leg permanently injured, shock to nervous system, large medical expenses. Missouri, K. & T. Ry. *v.* Malone (Tex. Civ. App.), 110 S. W. 958.

$4,316.75, wrist sprained, ankle bruised, leg shortened. Chicago & A. Ry. *v.* Watsker, 128 Ill. App. 299.

$4,500 (reduced from $6,000), permanent shortening, lameness and incapacity. Lehman *v.* Minneapolis & S. L. R. R. (Ia.), 133 N. W. 327.

$4,500, both legs, one permanently shortened, loss of time and expenses $1,143. Burke *v.* St. Louis Southwestern Ry., 120 Mo. App. 683, 97 S. W. 981.

$4,500, permanent incapacity. Evers *v.* Wiggins Ferry Co., 127 Mo. App. 236, 105 S. W. 306.

$5,000 (reduced from $8,000), permanent crippling. Chicago City Ry. *v.* Mumford, 97 Ill. 560.

$5,000, permanent shortening. Eilerman *v.* Farmer (Ky. L. Rep.), 118 S. W. 289.

$5,000, permanent incapacity. Perrette *v.* City of Kansas City, 162 Mo. 238, 62 S. W. 448.

$5,000, permanent incapacity. Pauck *v.* St. Louis D. B. & P. Co., 166 Mo. 639, 66 S. W. 1070.

$5,000, permanent injury and deformity. Garard *v.* Manufacturers' C. & C. Co., 207 Mo. 242, 105 S. W. 767.

$5,000, permanent lameness. Baker *v.* Metropolitan St. Ry. (Mo. App.), 126 S. W. 764.

$5,000, permanent lameness and deformity. Missouri, K. & T. Ry. *v.* Johnson (Tex. Civ. App.), 37 S. W. 771.

$5,000, broken arm also. Hoseth *v.* Preston Mill Co., 55 Wash. 416, 104 Pac. 612.

$5,500, compound comminuted fracture, permanent injury and lameness. Kincaid *v.* Walla Walla V. T. Co., 57 Wash. 334, 106 Pac. 918.

$6,000, necrosis of bone, permanent disability. Louisiana & Ark. Ry. *v.* Nix, 94 Ark. 270, 126 S. W. 1076.

$7,000, permanent shortening and lameness, constitution impaired. Moore *v.* Wabash R. R., 157 Mo. App. 53, 137 S. W. 5.

$7,000, leg shortened, permanent pain. Fitch *v.* Broadway & S. A. R. R., 58 N. Y. Super. Ct. 575, 10 N. Y. Supp. 225.

$7,500, necrosis of bone, several operations, chronic invalid for life. Chicago *v.* Loebel, 130 Ill. App. 487, affirmed, 228 Ill. 52, 81 N. E. 796.

$7,595, other injuries, permanent nervousness, leg shortened. Loftus *v.* Metropolitan St. Ry., 220 Mo. 470, 119 S. W. 942.

$7,700, hip crushed, ribs broken, per-

range, as might be expected from the great variety of ac-

manent disability. Foster *v.* B. I. Crooker Co., 143 App. Div. 920, 126 N. Y. Supp. 1020.

$8,500, several ribs broken, lung injured, great pain, permanently crippled. Foster *v.* Chicago, R. I. & P. Ry., 134 Ia. 67, 111 N. W. 415.

$9,000, leg shortened and crippled. Griffith *v.* Missouri Pac. R. R., 98 Mo. 168, 11 S. W. 559.

$10,000, permanent cripple, great pain. Hilton & D. L. Co. *v.* Ingram, 136 Ga. 473, 70 S. E. 234.

$10,000, compound fracture, shock to nervous system, permanent impairment of capacity. Olson *v.* Nebraska Tel. Co., 85 Neb. 331, 127 N. W. 916.

$10,000, arm dislocated, shoulder and side injured, long continued incapacity. Brown *v.* Sullivan, 71 Tex. 470, 10 S. W. 288.

$10,000, bone would not knit, plaintiff could not stand. Hall *v.* Northwest Lumber Co., 61 Wash. 351, 112 Pac. 369.

$12,500, comminuted fracture both legs, compound fracture of jaw. McDonnel *v.* Henry Elias Brewing Co., 44 N. Y. Supp. 652.

$15,000, compound fracture, intense pain for twenty months, $2,300 medical expenses. Western U. T. Co. *v.* Engler, 75 Fed. 102, 21 C. C. A. 246.

$15,000, leg shortened, surgical operation. Mitchell *v.* Broadway & S. A. Ry., 70 Hun, 387, 24 N. Y. Supp. 32.

$20,000, both legs, permanent disability, excruciating pain. St. Louis S. W. Ry. *v.* Ford (Tex. Civ. App.), 121 S. W. 709.

$22,000, both legs, ribs and back, paralyzed from waist down, use of all lower organs lost, total disability. Louisville & N. R. R. *v.* Melton, 127 Ky. 276, 105 S. W. 366, 110 S. W. 233, 112 S. W. 618.

The following verdicts were held to be excessive:

$49,000, both legs and right arm broken, shoulder and head hurt, incurable wound, leg shortened; reduced to $25,000. Canfield *v.* Chicago, R. I. & P. Ry., 142 Ia. 658, 121 N. W. 186.

$15,000, compound fracture, several operations, great pain, crippled for life; reduced to $7,500. Dole *v.* New Orleans R. & L. Co., 121 La. 945, 46 So. 929, 19 L. R. A. (N. S.) 623.

$14,833. Southwestern R. R. *v.* Singleton, 66 Ga. 252.

$12,500, several months' loss of time, use of leg somewhat impaired; reduced to $7,000. Dean *v.* Wabash R. R., 229 Mo. 425, 129 S. W. 953.

$12,000; reduced to $2,500. Rueping *v.* Chicago & N. W. Ry., 116 Wis. 625, 93 N. W. 843, 96 Am. St. Rep. 1013.

$11,000, leg shortened; reduced to $8,000. Rice *v.* Reece (Tex. Civ. App.), 110 S. W. 502.

$11,000. Bronson *v.* Forty-Second St. M. & St. M. A. Ry., 67 Hun, 649, 21 N. Y. Supp. 695.

$10,000, both legs, one permanently weakened; reduced to $3,500. Moore *v.* W. R. Pickering Lumber Co., 105 La. 504, 29 So. 990.

$9,000 (reduced from $15,000); reduced to $5,266.20. Ross *v.* Metropolitan St. Ry., 116 App. Div. 507, 101 N. Y. Supp. 932.

$6,000; reduced to $4,000. Clapp *v.* Hudson River R. R., 19 Barb. 461.

$5,000, both legs broken; reduced to $3,500. Hart *v.* Cascade Timber Co., 39 Wash. 279, 81 Pac. 738.

$5,000. North Chicago St. R. R. *v.* Wiswell, 68 Ill. App. 443.

$5,000. Ross *v.* Metropolitan St. Ry., 104 App. Div. 378, 93 N. Y. Supp. 679.

$4,100, slight limp; reduced to $2,100. Slette *v.* Great Northern Ry., 53 Minn. 341, 55 N. W. 137.

companying injuries.[159] Verdicts have also been considered for

$4,000. Lombard *v.* Chicago, R. I. & P. R. R., 47 Ia. 494.

$4,000, severe sprain of ankle, injuries to some extent permanent; reduced to $2,000. Galveston Electric Co. *v.* Dickey (Tex. Civ. App.), 138 S. W. 1093.

$3,000. Chicago *v.* Sutton, 136 Ill. App. 221.

$3,000; reduced to $2,000. South Omaha *v.* Fennell (Neb.), 94 N. W. 632.

$2,800, slight permanent limp; former verdict of $1,700 set aside, could not sanction more. Collins *v.* Janesville, 107 Wis. 436, 87 N. W. 241.

$1,700 (reduced from $2,500). Collins *v.* Janesville, 107 Wis. 436, 83 N. W. 695.

$1,500. Johnson *v.* Heath (Neb.), 98 N. W. 832.

[159] For a broken arm the following verdicts have been upheld:

$500, permanent deformity. Gerken *v.* Plimpton, 62 App. Div. 35, 70 N. Y. Supp. 793.

$625, compound fracture, front teeth knocked out. D. H. Ewing & Sons *v.* Callahan, 105 S. W. 387, 32 Ky. L. Rep. 46.

$850, dislocated hip, long-continued pain. Southern Ry. *v.* Burgess, 143 Ala. 364, 42 So. 35.

$1,750, compound fracture, permanent impairment of use of arm, large medical expenses. Trask *v.* Hallowell Granite Wks., 106 Me. 458, 76 Atl. 919.

$2,600, face bruised, knee hurt, hearing permanently injured. Louisville & N. R. R. *v.* Roe, 142 Ky. 456, 134 S. W. 437.

$3,000, pain, loss of time, loss of use of three fingers. Mallay *v.* Kelly-Atkinson Const. Co., 144 Ill. App. 226, affirmed, 240 Ill. 102, 88 N. E. 234.

$3,000, pain, partial loss of use of hand. Lancon *v.* Morgan's L. & T. R. R. & S. S. Co., 127 La. 1, 53 So. 365.

$3,000, spine and shoulder injured, ribs wrenched, injuries permanent. Texas Midland R. R. *v.* Byrd (Tex. Civ. App.), 110 S. W. 199.

$4,500, permanent reduction of working capacity. Sweeney *v.* Butte, 15 Mont. 274, 39 Pac. 286.

$4,750, permanent loss of use, several operations. Clark *v.* Johnson County Telephone Co. (Ia.), 123 N. W. 327.

$5,000, ear torn from head, face disfigured, long suffering, subject to spasms. Wankowski *v.* Crivitz P. & P. Co., 137 Wis. 123, 118 N. W. 643.

$8,000, ribs broken, head, hip, back and legs wounded. Chicago, R. I. & P. Ry. *v.* Pratt, 94 Ark. 430, 127 S. W. 711.

$10,000, ribs broken, hand, arm and leg cut, back wrenched, great pain. Yazoo & M. V. R. R. *v.* Grant, 86 Miss. 585, 38 So. 502.

$15,000, collar bone broken, arm shortened, plaintiff, a surgeon, rendered unable to do delicate operations, nervous system disturbed, great pain. Galveston, H. & S. A. Ry. *v.* Young, 45 Tex. Civ. App. 430, 100 S. W. 993.

$15,000, collar bone broken, chest compressed, elbow crushed. Gulf, C. & S. F. Ry. *v.* Dorsey (Tex.), 18 S. W. 444.

$25,000, five ribs broken, unable to use arm one year, money loss to trial $9,000. Dieffenbach *v.* New York, L. E. & W. R. R., 5 App. Div. 91, 38 N. Y. Supp. 788.

The following verdicts were held excessive:

$11,800, stiffness of two fingers; reduced to $6,000. Clifton *v.* Kansas City So. Ry. (Mo.), 135 S. W. 40.

$1,500; reduced to $500. Diblin *v.* Murphy, 3 Sandf. 19.

broken bones in the hand,[160] finger,[161] wrist [162] and shoulder.[163]

§ 1350. Bones of the trunk.

For fracture of the spine large damages have been given and allowed.[164] For a broken rib or ribs [165] the amount recovered varies according to the accompanying injuries or other cir-

[160] For broken bones in a hand the following verdicts have been upheld:

$700. Townsend *v.* Joplin (Mo. App.), 123 S. W. 474.

$1,500, hand permanently stiffened. Goodloe *v.* Metropolitan St. Ry., 120 Mo. App. 194, 96 S. W. 482.

[161] For a broken finger the following verdicts have been upheld:

$300, hand lacerated, disability for three months. Olsen *v.* Wendt, 58 Misc. 21, 110 N. Y. Supp. 153.

$2,500, hand permanently injured. Gregory *v.* Slaughter, 99 S. W. 247, 30 Ky. Law Rep. 500.

[162] For a broken wrist the following verdicts have been upheld:

$600 (though reduced by trial court to $150). Plaunt *v.* Railway Transfer Co., 90 Minn. 499, 97 N. W. 433.

$1,250, hand crippled. Mohr *v.* Wetherill, 33 Misc. 791, 67 N. Y. Supp. 590.

$2,000, Colles fracture, permanent diminution earning capacity. Powers *v.* Maravia, 125 App. Div. 902, 108 N. Y. Supp. 159.

$2,500, Colles fracture, hand disfigured and use permanently impaired. Schreiber *v.* Depew, 137 App. Div. 433, 121 N. Y. Supp. 757.

[163] For a broken shoulder, with permanent impairment of use of arm, a verdict for $8,000 was held excessive. Southern Ry. *v.* Goddard, 97 S. W. 392, 30 Ky. L. Rep. 126.

[164] For fracture of the spine the following verdicts have been upheld:

$1,000. Springfield Consol. Ry. *v.* Johnson, 134 Ill. App. 536.

$4,000, sprained ankle, nervous system affected. The City of Portsmouth, 125 Fed. 264.

$4,500, progressive disability for life. Hamburg-Amer. S. Co. *v.* Baker, 185 Fed. 40, 107 C. C. A. 290.

$18,000, broken neck. Missouri, K. & T. Ry. *v.* Thomas, 48 Tex. Civ. App. 646, 107 S. W. 868.

$25,000, broken neck, total disability. Texas & N. O. R. R. *v.* Barwick, 50 Tex. Civ. App. 544, 110 S. W. 953.

In Gordon *v.* Kansas City Southern Ry., 222 Mo. 516, 121 S. W. 80, where the plaintiff's back and five ribs were broken, his pelvis and hip bones mashed, and the injuries resulted in total paralysis from the middle of the back down, and he had no control over the functions of that part of his body, a verdict of $35,000 was held excessive, and reduced to $25,000.

[165] For fracture of one or more ribs the following verdicts have been upheld:

$500 (reduced from $600), several ribs broken, two attacks of pleurisy. Chicago U. T. Co. *v.* Berkes, 136 Ill. App. 105.

$988, three ribs broken, shoulder dislocated, internal injuries. Beverage *v.* Rockport, 106 Me. 223, 76 Atl. 677.

$1,000, health impaired, pain. Merchants' I. & C. S. Co. *v.* Bargholt, 129 Ky. 60, 110 S. W. 364.

$1,000, year's disability. Dahmer *v.* Metropolitan St. Ry., 136 Mo. App. 443, 118 S. W. 496.

$1,000, probably permanent injuries. McDermott *v.* Chicago & N. W. Ry., 85 Wis. 102, 55 N. W. 179.

cumstances. Damages allowed for fracture of the collar bone have also been examined.[166]

§ 1351. Bones of the head.

Verdicts have been examined by the courts which were rendered for a broken jaw,[167] or nose,[168] or for fracture of the skull.[169]

$1,025. Ashley *v.* Aberdeen, 46 Wash. 385, 90 Pac. 210.

$1,400, shoulder dislocated, permanent injury. Waukegan *v.* Sharafinski, 135 Ill. App. 436.

$1,500, ribs and foot. West Chicago St. Ry. *v.* Milcham, 138 Ill. App. 569.

$2,000, sprained ankle, nervous system shocked, lame for three months. Lee *v.* St. Louis & S. F. R. R., 146 Mo. App. 696, 129 S. W. 773.

$2,200, bruised back and side, wrenched spine, nervous disorders. Missouri, K. & T. Ry. *v.* Hay (Tex. Civ. App.), 86 S. W. 954.

$3,000, collar bone broken, great suffering. Louisville & S. I. T. Co. *v.* Snead, 93 Ill. App. 177.

$3,200, tumor, pleurisy, adhesion of lung. Wynne *v.* Atlantic Ave. R. R., 14 Misc. 394, 35 N. Y. Supp. 1034.

$3,500, stomach trouble, permanent impairment of use of arms. Craney *v.* Schloeman, 145 Ill. App. 313.

$3,750, side bruised, insensible for some time. Missouri Pacific Ry. *v.* Aiken, 71 Tex. 373, 9 S. W. 437.

$4,500, contusion of shoulder and head, inability to work, deterioration in health. Ivey *v.* Brooklyn Heights R. R., 63 App. Div. 311, 71 N. Y. Supp. 633.

$4,500, permanent injury affecting respiration. Perry *v.* Metropolitan St. Ry., 68 App. Div. 351, 74 N. Y. Supp. 1.

$5,000, pain and disability. Texas & N. O. R. R. *v.* Reed, 54 Tex. Civ. App. 26, 116 S. W. 69.

$8,250, several ribs, lung punctured. Reed *v.* Chicago, St. P., M. & O. Ry., 74 Ia. 188, 37 N. W. 149.

$9,000, use of right arm lost. Burke *v.* City & County Contract Co., 133 App. Div. 113, 117 N. Y. Supp. 400.

$9,000, badly scalded, unable to work. Galveston, H. & S. A. Ry. *v.* Croskell, 6 Tex. Civ. App. 160, 25 S. W. 486.

The following verdicts have been held excessive:

$38,750, collar bone fractured, circulation impaired, chest deformed. Tunnel M. & L. Co. *v.* Cooper, 50 Colo. 390, 115 Pac. 901.

$5,000; reduced to $2,500. Marriott *v.* Missouri Pac. Ry., 142 Mo. App. 199, 204, 126 S. W. 231.

$5,000; reduced to $3,500. Fry *v.* Great Northern Ry., 95 Minn. 87, 103 N. W. 733.

[166] For fracture of the collar bone the following verdicts have been upheld:

$2,500, permanent injury to arm and hand. Clarke *v.* Philadelphia & R. C. & I. Co., 92 Minn. 418, 100 N. W. 231.

$2,500. Chicago, R. I. & P. Ry. *v.* Barrett, 35 Tex. Civ. App. 366, 80 S. W. 660.

[167] For a broken jaw the following verdicts have been upheld:

$4,000, with loss of ear. Well *v.* Moran Bros. Co., 55 Wash. 102, 104 Pac. 172.

$6,000, permanent disfigurement. Miller *v.* Erie R. R., 54 N. Y. Supp. 606.

[168] For a broken nose, and loss of teeth $330 was not excessive. Texas & P. Ry. *v.* Crockett, 27 Tex. Civ. App. 463, 66 S. W. 114.

[169] For a broken skull the following verdicts have been upheld:

$1,500 (reduced from $3,000), mental

§ 1352 Surgical operation.

Where the injury results in a serious abdominal or other major operation, the damages will be swelled by the risk, pain, and expense of the operation; and heavy damages may be given and allowed by the court.[170]

§ 1353. Pain and suffering.

In many cases the chief element of damages is the pain and suffering, physical and mental, of the plaintiff. Where that is the case, it is of course difficult to place any check on the discretion of the jury; and the circumstances necessarily vary so much, and pain may be felt in such infinite difference of degree, that verdicts for very different amounts will be allowed.[171] In a few cases the court is required to pass upon

disturbance and inability to work. Savage *v.* Chicago & J. Ry., 142 Ill. App. 342, affirmed, 238 Ill. 392, 87 N. E. 377.

$3,000, some disturbance of the brain. Enos Fire Escape Co. *v.* Lanagan, 136 Ill. App. 631, affirmed, Lanagan *v.* Enos Fire Escape Co., 233 Ill. 308, 84 N. E. 267.

$7,500, several pieces of bone and portion of brain removed, injuries permanent. Phelps *v.* Conqueror Z. & L. Co., 218 Mo. 572, 117 S. W. 705.

[170] For an injury which caused a serious surgical operation the following verdicts have been upheld:

$1,100. Williams *v.* Shaw (R. I.), 71 Atl. 207.

$1,900. Jarvis *v.* Metropolitan St. Ry., 65 App. Div. 490, 72 N. Y. Supp. 829.

$1,999, permanent impairment earning capacity. Illinois Cent. R. R. *v.* Mayes, 142 Ky. 382, 134 S. W. 436.

$3,000, permanent lameness. Keane *v.* Seattle, 55 Wash. 622, 104 Pac. 819.

$3,000, impairment of health and function. Allen *v.* Voje, 114 Wis. 1, 89 N. W. 924.

$3,725, injury to health. Birmingham R. L. & P. Co. *v.* Moore, 148 Ala. 115, 42 So. 1024.

$4,156. O'Malley *v.* Rhode Island Co. (R. I.), 70 Atl. 915.

$5,000, great pain. Niendorff *v.* Manhattan Ry., 38 N. Y. Supp. 690.

$5,000, weakness in back, abscess in side. Galveston H. & S. A. Ry. *v.* Sanders (Tex. Civ. App.), 65 S. W. 889.

$6,500, heavy expense, great pain. Clarke *v.* Westcott, 2 App. Div. 503, 37 N. Y. Supp. 1111.

$9,000. Alkire *v.* Myers Lumber Co. (Wash.), 106 Pac. 915.

$10,933. Van Vranken *v.* Kansas City E. Ry., 84 Kan. 287, 114 Pac. 202.

The following verdicts have been held excessive:

$7,500; reduced to $4,000. Kirby *v.* St. Louis & S. F. R. R., 146 Mo. App. 304, 130 S. W. 69.

$4,500; reduced to $2,500. Reems *v.* New Orleans G. N. R. R., 126 La. 511, 52 So. 681.

$3,500; reduced to $2,500. Nelson *v.* Bromley, 55 Wash. 256, 104 Pac. 251.

[171] Where pain and suffering, mental or physical, was a principal item of recovery the following verdicts have been upheld:

$300. Augusta *v.* Tharpe (Ga.), 38 S. E. 389.

$300. Mordente *v.* New York Cab Co., 109 N. Y. Supp. 12.

the proper compensation for the conscious suffering before

$300. Levin *v.* Nassau Electric R. R. (App. Div.), 122 N. Y. Supp. 863.

$400. Weiskopf *v.* Ritter, 97 S. W. 1120, 29 Ky. L. Rep. 1268.

$450. Barker *v.* Jefferson, 155 Mo. App. 390, 137 S. W. 10.

$500. Wallace *v.* Bach, 97 S. W. 418, 30 Ky. L. Rep. 69.

$500. Cartwright *v.* Puissigur, 125 La. 700, 51 So. 692.

$500. Thompson *v.* Poplar Bluff, 124 Mo. App. 439, 101 S. W. 709.

$500. Piering *v.* Dunham Mfg. Co., 113 N. Y. Supp. 713.

$700. Illinois Central Ry. *v.* Smith, 132 Ky. 732, 118 S. W. 933.

$700. Hillerbrand *v.* May Mercantile Co., 141 Mo. App. 122, 121 S. W. 326.

$1,000. Ozan Lumber Co. *v.* Bryan, 90 Ark. 223, 119 S. W. 73.

$1,000. Lexington Ry. *v.* Johnson, 139 Ky. 323, 122 S. W. 830.

$1,000. Joseph *v.* Edison Electric Co., 104 La. 634, 29 So. 223.

$1,000. Winkler *v.* St. Louis, I. M. & S. Ry., 21 Mo. App. 99.

$1,054. Smith *v.* Nassau Electric R. R., 57 App. Div. 152, 67 N. Y. Supp. 1044.

$1,125. Texas Cent. R. R. *v.* Wheeler (Tex. Civ. App.), 116 S. W. 83.

$1,400. Radjaviller *v.* Third Ave. R. R., 58 App. Div. 11, 68 N. Y. Supp. 617.

$1,500. O'Shaugannessy *v.* Chicago City Ry., 144 Ill. App. 174.

$1,500 ($1,000 for permanent injuries, $500 for pain). Atchison, T. & S. F. R. R. *v.* Lee, 8 Kan. App. 24, 54 Pac. 4.

$1,500. Curvin *v.* Grimes, 132 Ky. 555, 116 S. W. 725.

$1,500. St. Louis Southwestern Ry. *v.* Browning, 54 Tex. Civ. App. 521, 118 S. W. 245.

$1,500. Texarkana & Ft. S. Ry. *v.* Brandon (Tex. Civ. App.), 126 S. W. 703.

$2,000. Atchison, T. & S. F. R. R. *v.* Stewart, 55 Kan. 667, 41 Pac. 961.

$2,000. Austin *v.* St. Louis & S. F. R. R., 149 Mo. App. 397, 130 S. W. 385.

$2,000. Texas & P. R. R. *v.* Lowry, 61 Tex. 149.

$2,000. Murray *v.* Seattle Electric Co., 50 Wash. 444, 97 Pac. 458.

$2,250. Louisville & E. R. R. *v.* Vincent, 96 S. W. 898, 29 Ky. L. Rep. 1049.

$2,500. St. Louis, I. M. & S. Ry. *v.* Hartung, 95 Ark. 220, 128 S. W. 1025.

$2,500. San Antonio Gas Co. *v.* Singleton (Tex. Civ. App.), 59 S. W. 920.

$2,810 (reduced from $4,000). Evans *v.* Iowa City, 125 Ia. 202, 100 N. W. 1112.

$3,000. Montgomery *v.* Shirley, 159 Ala. 239, 48 So. 679.

$3,258. Spires *v.* Middlesex & M. E. L. H. & P. Co., 70 N. J. L. 355, 57 Atl. 424.

$4,000. Houston & T. C. R. R. *v.* Bulger, 35 Tex. Civ. App. 478, 80 S. W. 557.

$4,000. Galveston, H. & S. A. Ry. *v.* Matzdorf (Tex. Civ. App.), 107 S. W. 882.

$5,000. Hanlon *v.* Missouri Pac. Ry., 104 Mo. 381, 16 S. W. 233.

$5,333. Lipsky *v.* C. Reiss Coal Co., 136 Wis. 307, 117 N. W. 803.

$6,300. St. Louis & S. F. R. R. *v.* Richards, 23 Okla. 256, 102 Pac. 92.

$7,000. Allen *v.* Ames College Co., 106 Ia. 602, 76 N. W. 848.

$7,500. Hallack *v.* Johnson, 12 Colo. 244, 20 Pac. 700.

$8,000. Southern Ry. *v.* Brewer, 117 S. W. 958 (Ky.).

$22,895. Carr *v.* Am. Locomotive Co., 29 R. I. 276, 77 Atl. 104.

The following verdicts were held excessive:

death of a person who died as a result of the defendant's wrong.[172]

§ 1354. Permanent injuries—Disability to labor.

The injury caused by permanent impairment or destruction of ability to labor varies greatly, according to the capacity of the injured person and the nature and completeness of the impairment. Verdicts varying from small to very large have been considered by the courts.[173]

$5,000 (reduced from $7,500); reduced to $2,500. Hemenway *v.* Washington W. P. Co., 49 Wash. 338, 95 Pac. 269.

$3,000; reduced to $1,500. Ferringer *v.* Crowley, O. & M. Co., 122 La. 441, 47 So. 763.

$3,000; reduced to $2,000. Feddeck *v.* St. Louis Car Co., 125 Mo. App. 24, 102 S. W. 675.

$2,700; reduced to $1,700. Meyers *v.* Syndicate H. & P. Co., 47 Wash. 48, 91 Pac. 549.

$666.66 (reduced from $1,000); reduced to $300. Puls *v.* Powelson, 142 Ia. 604, 121 N. W. 1.

[172] The following verdicts for pain and suffering before death were upheld:

$1,000, thirty or forty minutes. St. Louis, I. M. & S. Ry. *v.* Pate, 90 Ark. 135, 118 S. W. 260.

$2,500, twenty-four hours. St. Louis, I. M. & S. Ry. *v.* Robbins, 57 Ark. 377, 21 S. W. 886.

$6,750, excruciating pain for six days. Bowling G. G. Co. *v.* Dean, 141 Ky. 473, 134 S. W. 1115.

The following verdicts were held excessive:

$4,000 where the deceased lived only a few moments after the accident. St. Louis, I. M. & S. R. R. *v.* Dawson, 68 Ark. 1, 56 S. W. 46.

$3,500, suffering in the water before drowning; reduced to $350. The Robert Graham Dun, 70 Fed. 270, 17 C. C. A. 90.

[173] For an injury causing partial or total disability to labor the following verdicts have been upheld:

$941.70, total permanent disability. Montague *v.* Hanson, 38 Mont. 376, 99 Pac. 1063.

$1,000. Osborn *v.* Jenkinson, 100 Ia. 432, 69 N. W. 548.

$1,000. Lewis *v.* Wabash R. R., 142 Mo. App. 585, 121 S. W. 1090.

$1,000, permanent incapacity. Soderman *v.* Troy Steel & Iron Co., 70 Hun, 449, 24 N. Y. Supp. 401.

$1,200, total disability probably permanent. Hiroux *v.* Baum, 137 Wis. 179, 19 L. R. A. (N. S.) 332, 118 N. W. 533.

$1,250, total disability, permanent without dangerous operation. Louisville Ry. *v.* Pulliam, 101 S. W. 295, 30 Ky. L. Rep. 1325.

$1,350, serious impairment of power to labor. Oklahoma City *v.* Welsh (Okla.), 41 Pac. 598.

$2,000. Colorado City *v.* Smith, 17 Colo. App. 172, 67 Pac. 909.

$2,000, permanent disability. Slezak *v.* St. Louis Transit Co., 142 Mo. App. 693, 121 S. W. 1095.

$2,000, permanent total disability. Felsch *v.* Babb, 72 Neb. 736, 101 N. W. 1011.

$2,000, permanent injuries. Shawnee *v.* Slankard (Okla.), 116 Pac. 803.

$2,232, permanent diminution of earning power. Miller *v.* Manhattan Ry., 73 Hun, 512, 26 N. Y. Supp. 162.

$2,250, permanent impairment of earning power, exemplary damages.

§ 1355. Permanent crippling.

Where the injury left the plaintiff a permanent cripple, large

Louisville Ry. *v.* Gaddie, 105 S. W. 454, 32 Ky. L. Rep. 316.

$2,500, permanent disability. Fuhry *v.* Chicago City Ry., 144 Ill. App. 521, affirmed, 239 Ill. 548, 88 N. E. 221.

$2,500, paralysis, permanent disability. Doherty *v.* Des Moines City Ry., 144 Ia. 26, 121 N. W. 690.

$2,500, permanent disability. Kansas City C. S. & R. Co. *v.* Taylor (Tex. Civ. App.), 107 S. W. 889.

$2,700, permanent impairment of ability to labor. Louisville & N. R. R. *v.* Freppon, 134 Ky. 650, 121 S. W. 454.

$3,000, permanent injury. Chicago *v.* Wieland, 139 Ill. App. 197.

$3,000, permanent diminution of earning capacity. Conrad *v.* Springfield Consol. Ry., 145 Ill. App. 564, affirmed, 240 Ill. 12, 88 N. E. 180.

$3,000, permanent impairment of earning capacity. Wesley *v.* Chicago, St. P. & K. C. Ry., 84 Ia. 441, 51 N. W. 163.

$3,000, permanent impairment of earning capacity. Nicholson C. M. Co. *v.* Moulden, 143 Ky. 348, 136 S. W. 621.

$3,000, permanent injury and impairment of earning capacity. Galveston, H. & S. A. Ry. *v.* Garcia, 45 Tex. Civ. App. 229, 100 S. W. 198.

$3,500, severe burns, permanent impairment of earning capacity. Dow *v.* Sunset T. & T. Co., 157 Cal. 182, 106 Pac. 587.

$3,500, permanent and progressive injuries. Mowbray *v.* Brooklyn Heights R. R., 59 App. Div. 239, 69 N. Y. Supp. 435.

$3,800, injury to spine, probably permanent disability. Luper *v.* Henry, 59 Wash. 33, 109 Pac. 208.

$4,000 (reduced from $5,000), hearing of one ear destroyed, sight impaired, ability to work permanently impaired. Kennedy *v.* Chicago, M. & S. P. Ry., 57 Minn. 227, 58 N. W. 878.

$4,000, capacity for labor reduced one-half. Dillingham *v.* Richards (Tex. Civ. App.), 27 S. W. 1061.

$4,200, concussion of brain, permanent injury. Peltomaa *v.* Katahdin P. & P. Co., 149 Fed. 282.

$4,500 (reduced from $5,500), helpless and incurable invalid. Partello *v.* Missouri Pac. Ry. (Mo. App.), 107 S. W. 473.

$4,500, permanent disability. Baker *v.* Hamburg-American Packet Co., 179 Fed. 271.

$5,000, spine injured, leg shortened, earning capacity permanently reduced. Ft. Smith, A. & S. Co. *v.* Nedry (Ark.), 140 S. W. 711.

$5,000, miscarriage, total disability. Colorado Springs & I. Ry. *v.* Nichols, 41 Colo. 272, 92 Pac. 691.

$5,000, severe injuries, inability to work. Chicago, B. & Q. Ry. *v.* Sullivan, 21 Ill. App. 580.

$5,000, serious injuries, inability to work. Karczenska *v.* Chicago, 144 Ill. App. 516, affirmed, 239 Ill. 483, 88 N. E. 188.

$5,000, injury to spine, inability to work. Flanagan *v.* Chicago City Ry., 145 Ill. App. 56.

$5,000, injury to spine, paralysis. Louisville & N. R. R. *v.* Wilkins, 143 Ky. 572, 136 S. W. 1024.

$5,000, disability to follow trade. Kinney *v.* Folkerts, 84 Mich. 616, 48 N. W. 283.

$5,000, section hand, disability to work. Dean *v.* Kansas City, S. L. & C. R. R., 199 Mo. 386, 97 S. W. 910.

$5,000, permanent injuries, disability to earn. Torreyson *v.* United Rys. Co., 144 Mo. App. 626, 129 S. W. 409.

$5,000, total disability to work. Stewart *v.* St. Louis S. W. Ry., 149 Mo. App. 456, 130 S. W. 441.

$5,000, total disability for ordinary

damages may be recovered and allowed.[174] The commonest

work. Mayer *v.* Liebmann, 16 App. Div. 54, 44 N. Y. Supp. 1067.

$5,000, permanent impairment of earning capacity. Davey *v.* Rhode Island Co., 29 R. I. 49, 68 Atl. 946.

$5,000. Missouri, K. & T. Ry. *v.* Rodgers (Tex. Civ. App.), 35 S. W. 412.

$6,000, permanent disability to work at trade. Chicago *v.* Bork, 128 Ill. App. 357, affirmed, 227 Ill. 60, 81 N. E. 27.

$6,000, permanent and increasing impairment of capacity to work. Eckels *v.* Boylan, 136 Ill. App. 258.

$6,000, disfigurement and permanent disability of child. Bennett *v.* Brooklyn Heights R. R., 1 App. Div. 205, 37 N. Y. Supp. 447.

$6,000, permanent disability. Bryer *v.* Foerster, 7 App. Div. 611, 41 N. Y. Supp. 617.

$6,166.79, total incapacity. Eicholz *v.* Niagara Falls H. P. & M. Co., 68 App. Div. 441, 73 N. Y. Supp. 843.

$6,500, permanent disability for profession of nurse. Vredenburgh *v.* N. Y. C. & H. R. R. R., 58 Hun, 607, 12 N. Y. Supp. 18.

$6,500, paralysis and total disability. Atchison, T. & S. F. Ry. *v.* Click (Tex. Civ. App.), 32 S. W. 226.

$6,500, permanent impairment of earning capacity. Galveston, H. & S. A. Ry. *v.* Waldo (Tex. Civ. App.), 32 S. W. 783.

$6,565, permanent injury and impairment of capacity to labor of married woman. Miller *v.* Boone County, 95 Iowa, 5, 63 N. W. 352.

$7,000, third trial, business man compelled to give up business. Southern Ry. *v.* Goddard (Ky.), 108 S. W. 890.

$7,000, earning capacity of man of twenty-seven greatly and permanently diminished. Louisville & N. R. R. *v.* Cox (Ky.), 141 S. W. 59.

$7,000, earning capacity of man greatly and permanently reduced. Weeks *v.* Fletcher (R. I.), 71 Atl. 881.

$7,500 (reduced from $9,500), total disability of strong man. Booker *v.* Southwest Mo. R. R., 144 Mo. App. 273, 128 S. W. 1012.

$7,500, total permanent disability of man of twenty-nine, already of impaired ability. Dunkin *v.* Hoquiam, 56 Wash. 47, 105 Pac. 149.

---

[174] Where the injury made the plaintiff a cripple, the following verdicts have been upheld:

$1,000. Weil *v.* Kreutzer, 134 Ky. 563, 121 S. W. 471.

$1,500. Sidmonds *v.* Brooklyn Heights R. R., 69 App. Div. 471, 74 N. Y. Supp. 989.

$1,750. Oolitic Stone Co. *v.* Ridge, (Ind.), 91 N. E. 944.

$2,500. Miller *v.* Canton, 123 Mo. App. 325, 100 S. W. 571.

$3,200. Poli *v.* Numa Block Coal Co., 149 Ia. 104, 127 N. W. 1105.

$3,500. W. G. Morel & Co. *v.* Lehman, 159 Fed. 124, 86 C. C. A. 512.

$6,000. Freeman *v.* Ortiz (Tex. Civ. App.), 136 S. W. 113.

$7,500. Thomas *v.* Union Ry., 18 App. Div. 185, 45 N. Y. Supp. 920.

$8,000. Heer *v.* Warren-Scharf Asphalt Paving Co., 118 Wis. 57, 94 N. W. 789.

$10,000. Foster *v.* Missouri Pac. Ry., 115 Mo. 165, 21 S. W. 916.

$12,500. El Paso Electric Ry. *v.* Shaklee (Tex. Civ. App.), 138 S.W. 188.

$15,000. Patzke *v.* Minneapolis & S. L. Ry., 109 Minn. 97, 129 N. W. 124.

$15,000. International & G. N. R. R. *v.* Hugen, 45 Tex. Civ. App. 326, 100 S. W. 1000.

The following verdicts were held excessive:

$15,000; reduced to $10,000. Furnish *v.* Missouri Pac. Ry., 102 Mo. 438, 13 S. W. 1044, 22 Am. St. Rep. 781.

$13,500; reduced to $7,000. Coppins *v.* New York C. & H. R. R. R., 48 Hun, 292.

and in some respects the most serious injury of this sort is the

$7,660, conductor of freight train, age thirty, permanently disabled from business. Harker *v.* Burlington, C. R. & N. Ry., 88 Ia. 409, 55 N. W. 316.

$8,000, disfigurement and serious impairment of earning capacity of man. St. Louis, I. M. & S. Ry. *v.* Glossup, 88 Ark. 225, 114 S. W. 247.

$8,000, leg shortened, curvature of spine, inability to do hard work. Anderson *v.* Pittsburg Coal Co., 108 Minn. 455, 122 N. W. 794.

$8,000, permanent injury interfering with earning power of physician. Quinn *v.* O'Keefe, 9 App. Div. 68, 75, 41 N. Y. Supp. 116.

$8,000, disabling brakeman from acting as such, shock to nervous system and pain. Galveston, H. & S. A. Ry. *v.* Stoy, 44 Tex. Civ. App. 448, 99 S. W. 135.

$8,000, injury to spine and chest of boy of fourteen, earning capacity permanently impaired. Ferguson *v.* Truax, 132 Wis. 478, 110 N. W. 395, 111 N. W. 657, 112 N. W. 513.

$8,800, bookkeeper, age fifty-eight, permanent total disability, life shortened. Cooper *v.* St. Paul City Ry., 55 Minn. 134, 56 N. W. 42.

$9,000, permanent incapacity of minor, destruction of function. Jones *v.* Bunker Hill & S. M. & C. Co., 124 Fed. 675.

$9,000, total destruction of earning capacity of man of fifty-six, earning at most $1,500 a year. Furman *v.* Brooklyn Heights R. R., 25 App. Div. 133, 49 N. Y. Supp. 194.

$9,000, total inability to pursue trade of printer, age forty-two. Houston City St. Ry. *v.* Medlenka, 17 Tex. Civ. App. 621, 43 S. W. 1028.

$9,000, negro, age twenty-one, fracture of skull, operation, paralysis, eyesight affected, mind impaired, total inability to work. Texas & N. O. R. R. *v.* McCoy, 54 Tex. Civ. App. 278, 117 S. W. 446.

$10,000, locomotive fireman, age forty-one, paralysis and total disability. Central of Ga. Ry. *v.* Mote, 131 Ga. 166, 62 S. E. 164.

$10,000, boy of sixteen, permanent helpless invalid. B. Shoninger Co. *v.* Mann, 121 Ill. App. 275, affirmed, 219 Ill. 242, 76 N. E. 354.

$10,000, woman of thirty, employed in business, permanent impairment of ability to labor. Chicago *v.* McNally, 128 Ill. App. 375, affirmed, 227 Ill. 14, 81 N. E. 23.

$10,000, permanent reduction of earning capacity by two-thirds. Wilcke *v.* Henrotin, 146 Ill. App. 481, affirmed, 241 Ill. 169, 89 N. E. 329.

$10,000, physician, permanent disability to practice. Carthage Turnpike Co. *v.* Andrews, 102 Ind. 138, 1 N. E. 364, 52 Am. Rep. 653.

$10,000, man of thirty-five, sight and hearing impaired, skull fractured, permanent incapacity from pursuing vocation. Indianapolis St. Ry. *v.* Kane, 169 Ind. 25, 80 N. E. 841, 81 N. E. 721.

$10,000, scalding, intense suffering, deaf, inability to do hard work. St. Louis & S. F. R. R. *v.* McLain, 80 Tex. 85, 15 S. W. 789.

$10,000, locomotive engineer, age forty-four, permanently disabled from pursuing occupation. Texas & N. O. R. R. *v.* Middleton, 46 Tex. Civ. App. 497, 103 S. W. 203.

$10,000, healthy man rendered unable to do farm work. Missouri, K. & T. Ry. *v.* Dunbar (Tex. Civ. App.), 122 S. W. 574.

$10,000, brakeman totally disabled for manual work, great suffering. Daniels *v.* Union Pac. Ry., 6 Utah, 357, 23 Pac. 762.

$10,325, permanent disability and great suffering. Van Orman *v.* Lake Shore & M. S. Ry., 152 Mich. 185, 115 N. W. 968.

$10,500, woman of thirty-eight, in business, permanently incapacitated.

crippling of a leg, or some part of it; and many verdicts giv-

Smith *v.* Spokane, 16 Wash. 403, 47 Pac. 888.

$11,000, fireman, right arm rendered useless, permanent injury. Baird *v.* New York Cent. & H. R. R. R., 64 App. Div. 14, 71 N. Y. Supp. 734.

$11,500, young vigorous man disabled from manual labor, great pain. Citizens' Telephone Co. *v.* Wakefield (Ky.), 126 S. W. 127.

$11,500, brakeman, age twenty-seven, inability to earn living. Missouri, K. & T. Ry. *v.* Chambers, 17 Tex. Civ. App. 487, 43 S. W. 1090.

$12,000, permanent illness and total disability of man twenty-five years old. Dennison L. & P. Co. *v.* Patton (Tex. Civ. App.), 135 S. W. 1040.

$12,500, permanent incapacity from manual labor of man of forty-five. Maw *v.* Coast Lumber Co., 19 Ida. 396, 114 Pac. 9.

$12,500, man of forty-four, physical wreck, earning power permanently impaired. Louisville & N. R. R. *v.* Smith, 134 Ky. 47, 122 S. W. 806.

$12,500, physician, loss of faculties, forced to abandon practice. Gulf, C. & S. F. Ry. *v.* Brown, 16 Tex. Civ. App. 93, 40 S. W. 608.

$12,500, man of fifty-two totally incapacitated for work. International & G. N. R. R. *v.* Woodward, 26 Tex. Civ. App. 389, 63 S. W. 1051.

$12,750, woman of twenty-two, mental and physical faculties permanently impaired. Hoskovec *v.* Omaha St. Ry., 85 Neb. 295, 123 N. W. 305.

$14,000, man of fifty-nine, physical wreck for life. Wallace *v.* Vacuum Oil Co., 12 N. Y. Supp. 425.

$14,000, girl of fifteen, fractured skull, intense pain, epileptic, insanity or death likely, constant care. Van De Bogart *v.* Marinette & M. P. Co., 132 Wis. 367, 112 N. W. 443.

$14,583, brakeman of twenty-six, earning capacity seriously diminished by injury to spine. Missouri, K. & T. Ry. *v.* Hawley (Tex. Civ. App.), 123 S. W. 726.

$15,000, woman of twenty-nine, confirmed invalid. Chicago Union Tract. Co. *v.* May, 125 Ill. App. 144, affirmed, 221 Ill. 530, 77 N. E. 933.

$15,000, mental and physical incapacity of woman. Terre Haute & I. R. R. *v.* Sheeks, 155 Ind. 74, 56 N. E. 534.

$15,000, incurable paralysis of left side. Bishop *v.* St. Paul City Ry., 48 Minn. 26, 50 N. W. 927.

$15,000, house-painter deformed, and permanently incapacitated for labor. Schneider *v.* Second Ave. R. R., 15 N. Y. Supp. 556.

$15,000, fireman, twenty-one years old, spine injured, incapacitated for work. Galveston, H. & S. A. Ry. *v.* Garrett, 44 Tex. Civ. App. 406, 98 S. W. 932.

$15,000, boy of seventeen, serious and permanent internal injuries and nervous troubles. International & G. N. R. R. *v.* Miller (Tex. Civ. App.), 124 S. W. 109.

$15,000, paralysis of woman of thirty, helpless for remainder of life. Sears *v.* Seattle Consol. St. R. R., 6 Wash. 227, 33 Pac. 389, 1081.

$16,000, man of fifty-five, double rupture, physical wreck, inability to perform serious labor. Freeman *v.* Cleary (Tex. Civ. App.), 136 S. W. 521.

$16,500, lawyer of thirty-nine, income of $7,000 to $9,500, permanent injury to throat, permanent loss of income of about $4,000 a year. Johnson *v.* Union Pac. R. R., 35 Utah, 285, 100 Pac. 390.

$17,000, total physical and mental wreck. Dupuis *v.* Saginaw Valley Trac. Co., 146 Mich. 151, 109 N. W. 413.

$18,000, skilled mechanic, thirty-two years old, disfigured, permanently unable to follow trade as mechanic. McCullough *v.* Ill. Steel Co., 148 Ill. App. 566.

$20,000, man of twenty-nine, paraly-

ing compensation for damages of this kind have been consid-

sis, nerves shattered, sight and hearing affected. Galveston, H. & S. A. Ry. *v.* Nass (Tex. Civ. App.), 57 S. W. 910.

$20,000, man of twenty-nine, permanent injury. Postal T. C. Co. *v.* Coote (Tex. Civ. App.), 57 S. W. 912.

$20,000, locomotive engineer of forty-nine, great pain, paralyzed, total disability. Galveston, H. & S. A. Ry. *v.* Cherry (Tex. Civ. App.), 98 S. W. 898.

$20,000, expert printer, paralyzed and permanently incapable. Missouri, K. & T. Ry. *v.* Bailey, 53 Tex. Civ. App. 295, 115 S. W. 601.

$20,000, switchman, great physical and mental suffering, invalid for life, total disability. Galveston, H. & S. A. Ry. *v.* Hanson (Tex. Civ. App.), 125 S. W. 63.

$20,000, railroad section man, forty-three years old, paralyzed, permanent total incapacity. Tills *v.* Great Northern Ry., 50 Wash. 536, 97 Pac. 737.

$20,000, miner of thirty-seven, permanent incapacity and suffering. Starck *v.* Washington U. C. Co., 61 Wash. 213, 112 Pac. 235.

$23,750, young man crippled by injury to spine, paralysis. Missouri, K. & T. Ry. *v.* Farris (Tex. Civ. App.), 120 S. W. 535.

$25,000. Dieffenbach *v.* New York, L. E. & W. R. R., 38 N. Y. Supp. 788.

$30,000, man of thirty-six in extensive business, paralysis and total disability to engage in business. Smith *v.* Whittier, 95 Cal. 279, 30 Pac. 529.

$30,000, boy of eighteen, sight impaired, mutilated, face disfigured, excruciating pain, total disability. Waters-Pierce Oil Co. *v.* Snell, 47 Tex. Civ. App. 413, 106 S. W. 170.

$30,000, railroad brakeman, complete paralysis, helpless. Houston & T. C. R. R. *v.* Gray (Tex. Civ. App.), 137 S. W. 729.

$40,000, man of twenty-nine, private secretary, comminuted fracture of skull, progressive traumatic epilepsy. Hughes *v.* Harbor & S. B. & S. Assoc., 131 App. Div. 185, 115 N. Y. Supp. 320.

The following verdicts were held excessive:

$50,000, brakeman, twenty-two years old, totally incapacitated, died during trial from broken back; reduced to $25,000. St. Louis, I. M. & S. Ry. *v.* Brown, 97 Ark. 505, 140 S. W. 279.

$30,000, fireman crippled for life, mind unimpaired; reduced to $20,000. Strand *v.* Great Northern Ry., 101 Minn. 85, 111 N. W. 958, 112 N. W. 987.

$30,000, disability; reduced to $20,000. Cleveland H. V. & T. Ry. *v.* Shannon, 4 Oh. Cir. Ct. 449.

$30,000, girl of eight; reduced to $12,000. Mitchell *v.* Tacoma R. & M. Co., 13 Wash. 560, 43 Pac. 528.

$25,000, man of thirty-one became physical wreck; reduced to $12,050. Foley *v.* Everett, 142 Ill. App. 250.

$25,000, man of forty-one became physically helpless; reduced to $20,000. Waterman *v.* Chicago & A. R. R., 82 Wis. 613, 52 N. W. 247.

$21,000, woman, partial disability. Vester *v.* Rhode Island Co. (R. I.), 67 Atl. 444.

$15,000, young man, earning capacity partially impaired. Chitty *v.* St. Louis, I. M. & S. Ry., 148 Mo. 64, 49 S. W. 868.

$12,000, former partial disability made total. Louisville & N. R. R. *v.* Kingman, 18 Ky. L. Rep. 82, 35 S. W. 264.

$9,000, diminished earning power of mason's tender who had earned $2 a day; reduced to $5,000. Morris *v.* Eighth Ave. R. R., 68 Hun, 39, 22 N. Y. Supp. 666.

$9,000, woman of fifty-five, housekeeper; reduced to $6,000. Stone *v.* Seattle, 33 Wash. 644, 74 Pac. 808.

$8,000, partly permanent disability. Campbell *v.* N. A. Brewing Co., 47 N. Y. Supp. 992.

$8,000, permanent injury to unskilled

ered.[175] In many cases also the court has considered and has

laborer; reduced to $5,000. Jones *v.* Niagara Junction Ry., 63 App. Div. 607, 71 N. Y. Supp. 647.

$7,500, partial incapacity for work; reduced to $4,000. Heck *v.* International S. P. Co., 77 N. J. L. 4, 71 Atl. 150.

[175] In cases of crippling a leg the following verdicts have been upheld:

$750. Beller *v.* Levy, 68 Misc. 182, 127 N. Y. Supp. 237.

$1,000. Morgan *v.* Fremont County, 92 Ia. 644, 61 N. W. 231.

$1,000. Weil *v.* Kreutzer, 134 Ky. 47, 121 S. W. 471, 24 L. R. A. (N. S.) 557.

$1,125. Louisville & N. R. R. *v.* Campbell, 122 S. W. 848 (Ky.).

$1,200 (reduced from $2,000) Washington L. P. Co. *v.* Goodrich, 110 Va. 692, 66 S. E. 977.

$1,200. Cook *v.* Chehalis River Lumber Co., 48 Wash. 619, 94 Pac. 189.

$1,450. Fitzgerald *v.* Dobson, 78 Me. 559, 7 Atl. 704.

$1,500. Armstrong *v.* Auburn, 84 Neb. 842, 122 N. W. 43.

$1,650. Larsen *v.* Sedro-Woolley, 49 Wash. 134, 94 Pac. 938.

$2,000. Consolidated Coal Co. *v.* Shepherd, 122 Ill. App. 323; affirmed 220 Ill. 123, 77 N. E. 133.

$2,000. Bowling Green Stone Co. *v.* Capshaw, 64 S. W. 507, 23 Ky. L. Rep. 945.

$2,000. Winn *v.* Metropolitan St. Ry., 121 Mo. App. 623, 97 S. W. 547.

$2,000. Biggie *v.* Chicago, B. & Q. R. R. (Mo. App.), 140 S. W. 602.

$2,000. Wilcox *v.* Rhode Island Co., 29 R. I. 292, 70 Atl. 913.

$2,500. Carey *v.* Brooklyn Heights R. R., 124 App. Div. 524, 108 N. Y. Supp. 1034.

$2,800. Lattimore *v.* Union E. L. & P. Co., 128 Mo. App. 37, 106 S. W. 543.

$3,000. Woodward Iron Co. *v.* Sheehan, 166 Ala. 429, 52 So. 24.

$3,000. Arkansas Lumber Co. *v.* Wallace (Ark.), 139 S. W. 534.

$3,500. Rayburn *v.* Central Iowa Ry., 74 Ia. 637, 34 N. W. 621.

$3,500. Napier *v.* Brooklyn Heights R. R., 68 App. Div. 200, 74 N. Y. Supp. 7.

$3,650. Gorham *v.* Kansas City & S. Ry., 113 Mo. 408, 20 S. W. 1060.

$4,000. Bryant *v.* Omaha & C. B. R. & B. Co., 98 Ia. 483, 67 N. W. 392.

$4,000. Goins *v.* Moberly, 127 Mo. 116, 29 S. W. 985.

$4,346.93. Bertsch *v.* Metropolitan St. Ry., 68 App. Div. 228, 74 N. Y. Supp. 238.

$4,500. Foels *v.* Tonawanda, 59 Hun, 567, 14 N. Y. Supp. 46.

$5,000. Greenway *v.* Taylor County, 144 Ia. 332, 122 N. W. 943.

$5,000. Stewart *v.* St. Louis Southwestern Ry., 157 Mo. App. 225, 130 S. W. 441.

$5,000. Galveston H. & S. A. Ry. *v.* Parrish (Tex. Civ. App.), 43 S. W. 536.

$5,000. Hoffman *v.* Rib Lake Lumber Co., 136 Wis. 388, 117 N. W. 789.

$6,000. Chicago & J. E. Ry. *v.* Patton, 122 Ill. App. 174.

$6,000. Molway *v.* Chicago, 144 Ill. App. 509, 239 Ill. 486, 88 N. E. 485.

$6,000. Chamlee *v.* Planters' Hotel Co., 155 Mo. App. 144, 134 S. W. 123.

$6,090. Jordan *v.* Seattle, 30 Wash. 298, 70 Pac. 743.

$6,500. Sellick *v.* J. Langdon & Co., 59 Hun. 627, 13 N. Y. Supp. 858.

$6,583.33. Berry *v.* St. Louis, M. & S. E. R. R., 214 Mo. 593, 114 S. W. 27.

$7,500. International & G. N. R. R. *v.* Clark (Tex. Civ. App.), 125 S. W. 959.

$8,000. Henry *v.* Sioux City & P. Ry., 75 Ia. 84, 39 N. W. 193, 9 Am. St. Rep. 457.

upheld or set aside as excessive verdicts for crippling some part of an arm.[176]

§ 1356. Loss of a member: leg or foot.

For the loss of a leg, verdicts take a wide range, according to

$8,000. Stephens *v.* Schmidt, 80 N. J. L. 193, 76 Atl. 332.

$8,500. Uren *v.* Golden Tunnel Min. Co., 24 Wash. 261, 64 Pac. 174.

$9,000 (of which $1,000 for expenses), International & G. N. Ry. *v.* Brett, 61 Tex. 483.

$10,000. Field *v.* Winheim, 123 Ill. App. 227.

$10,000. Galveston *v.* Posnainsky, 62 Tex. 118, 50 Am. Rep. 517.

$12,000. International & G. N. R. R. *v.* Poloma (Tex. Civ. App.), 123 S. W. 1149.

$14,000. Yazoo & M. V. R. R. *v.* Scott, 95 Miss. 43, 48 So. 239.

$15,000. Mitchell *v.* Broadway & Seventh Ave. R. R., 70 Hun, 387, 24 N. Y. Supp. 32.

$15,000. Chicago City Ry. *v.* Taylor, 68 Ill. App. 613.

$20,000. Clark *v.* St. L. & S. Ry. (Mo.), 137 S. W. 583.

$20,000. Lynch *v.* American Linseed Co., 122 App. Div. 428, 107 N. Y. Supp. 458.

The following verdicts were held excessive:

$40,000. St. Louis, I. M. & S. Ry. *v.* Waren, 65 Ark. 619, 48 S. W. 222.

$18,000; reduced to $16,000. San Antonio & A. P. Ry. *v.* Connell, 27 Tex. Civ. App. 533, 66 S. W. 246.

$15,000; reduced to $10,000. Chitty *v.* St. Louis, I. M. & S. Ry., 166 Mo. 435, 65 S. W. 959.

$15,000; reduced to $8,000. Chapman *v.* Atlantic Ave. R. R., 35 N. Y. Supp. 1045.

$10,000; reduced to $5,000. Cogswell *v.* West St. & N. E. E. Ry., 5 Wash. 46, 31 Pac. 411.

$7,500; reduced to $4,000. Kirby *v.* St. Louis & S. F. R. R. (Mo. App.), 130 S. W. 69.

$5,500; reduced to $3,500. Dent *v.* Springfield Trac. Co. (Mo. App.), 129 S. W. 1044.

$5,000; reduced to $4,000. Zeigler *v.* Metropolitan St. Ry. (Mo. App.), 134 S. W. 1067.

[176] In cases of crippling an arm, or part of it, the following verdicts have been upheld:

$500. Yount *v.* Strickland, 17 Wyo. 526, 101 Pac. 942.

$1,000. MacMurray *v.* Sioux City, 150 Ia. 257, 129 N. W. 950.

$1,000. Kielty *v.* Buchler-Cooney Const. Co., 121 Mo. App. 58, 97 S. W. 998.

$1,250. Gulf, C. & S. F. Ry. *v.* Sauter, 46 Tex. Civ. App. 309, 103 S. W. 201.

$1,300. Illinois Cent. R. R. *v.* Stewart, 130 Ill. App. 197; affirmed 230 Ill. 204, 82 N. E. 590.

$1,400. Yellow T. L. Co. *v.* Ford, 141 Ky. 5, 131 S. W. 1010.

$1,995. Shalgren *v.* Red Cliff Lumber Co., 95 Minn. 450, 104 N. W. 531.

$2,500. Chicago City Ry. *v.* Shreve, 128 Ill. App. 462; affirmed 226 Ill. 530, 80 N. E. 1049.

$2,500. Graff *v.* Illinois Steel Co., 146 Ill. App. 238.

$2,500. Gregory *v.* Slaughter, 124 Ky. 345, 99 S. W. 247, 8 L. R. A. (N. S.) 1228.

$3,000. Nicholson C. M. Co. *v.* Moulden (Ky.), 136 S. W. 620.

$3,500. Louisville Cooperage Co. *v.* Farmer, 109 S. W. 893, 32 Ky. L. Rep. 1110.

the earning power of the plaintiff, the amount of pain and suffering and of medical expenses, and the nature of the accompanying injuries; and large verdicts have been sustained; [177]

$3,500. Detzur *v.* B. Stroh Brewing Co., 119 Mich. 282, 77 N. W. 948.

$3,500. Sampson *v.* St. Louis & S. F. R. R. (Mo. App.), 138 S. W. 98.

$4,000. McCoy *v.* Milwaukee St. Ry., 88 Wis. 56, 59 N. W. 453.

$4,500. Robinson *v.* St. Louis & S. F. R. R., 133 Mo. App. 101, 112 S. W. 730.

$4,500. Barree *v.* Cape Girardeau, 132 Mo. App. 182, 112 S. W. 724.

$4,750 (reduced from $7,500). Nolan *v.* Stillwater L. Co. (Wash.), 118 Pac. 340.

$4,750. Banderob *v.* Wisconsin Cent. Ry., 133 Wis. 249, 113 N. W. 738.

$6,200. Weinhardt *v.* New Orleans, 125 La. 351, 51 So. 286.

$7,500. Pearson *v.* Alaska Pac. S. S. Co., 51 Wash. 560, 99 Pac. 753.

$7,922. Atchison, T. & S. F. Ry. *v.* Seeger (Tex. Civ. App.), 126 S. W. 1170.

$8,000. O'Keefe *v.* Eighth Ave. R. R., 33 App. Div. 324, 53 N. Y. Supp. 940.

$9,500. Knapp *v.* Sioux City & P. Ry., 71 Ia. 41, 32 N. W. 18.

$10,000. Cleveland, C. C. & S. L. R. R. *v.* Hadley, 170 Ind. 204, 82 N. E. 1025, 16 L. R. A. (N. S.) 527.

In the following cases verdicts were held excessive:

$25,000. Standard Oil Co. *v.* Tierney, 92 Ky. 367, 17 S. W. 1025, 36 Am. St. Rep. 595, 14 L. R. A. 677.

$10,000; reduced to $6,00[illegible]. Texas & N. O. R. R. *v.* Geiger, 55 Tex. Civ. App. 1, 118 S. W. 179.

$5,000; reduced to $2,000. Cordrey *v.* Washington Stevedore Co. (Wash.), 118 Pac. 324.

$4,500. Georgetown W. G. E. & P. Co. *v.* Forwood (Ky.), 113 S. W. 112.

[177] The following verdicts for loss of a leg have been upheld:

$2,286. The William Branfoot, 48 Fed. 914 ($500 of this was for suffering)

$2,500. Williamson *v.* Brooklyn Heights R. R., 53 App. Div. 399, 65 N. Y. Supp. 1054.

$3,000. The Iroquois, 113 Fed. 964.

$4,000. Cleveland, C. C. & S. L. Ry. *v.* Foland (Ind. App.), 88 N. E. 787.

$4,300. Galveston, H. & S. A. Ry. *v.* Pitts (Tex. Civ. App.), 42 S. W. 255.

$5,000. Brophy *v.* Illinois Steel Co., 144 Ill. App. 309, affirmed 242 Ill. 55, 89 N. E. 684.

$5,500. Chesapeake & O. Ry. *v.* Fortune, 107 Va. 412, 59 S. E. 1095.

$6,000. Hebert *v.* Kingston Lumber Co., 126 La. 775, 52 So. 1021.

$7,000 (reduced from $10,000). Buckry-Ellis *v.* Missouri Pac. Ry. (Mo. App.), 138 S. W. 912.

$7,000. Cosselmon *v.* Dunfee, 59 App. Div. 467, 69 N. Y. Supp. 271.

$7,500. Corn Products Refining Co. *v.* King, 168 Fed. 892, 94 C. C. A. 304.

$7,500. Thompson *v.* Great Northern Ry., 79 Minn. 291, 82 N. W. 637.

$7,500. Flaherty *v.* St. Louis Transit Co., 207 Mo. 318, 106 S. W. 15.

$8,000. Whalen *v.* St. Louis, K. C. & N. R. R., 60 Mo. 323.

$8,000. Galveston, H. & S. A. Ry. *v.* Dehnisch (Tex. Civ. App.), 57 S. W. 64.

$8,500. Missouri, K. & T. Ry. *v.* Price, 48 Tex. Civ. App. 210, 106 S. W. 700.

$8,500. Odegard *v.* North Wis. Lumber Co., 130 Wis. 659, 110 N. W. 809.

$9,000. Price & Lucas C. & V. Co. *v.* Haley, 125 S. W. 720, 137 Ky. 305.

$9,450 (reduced from $15,000). Sorenson *v.* Oregon Power Co., 47 Ore. 24, 82 Pac. 10.

On the other hand verdicts have been found excessive in many

$10,000. Montgomery Traction Co. *v.* Knabe, 158 Ala. 458, 48 So. 501.

$10,000. Louisiana & A. R. R. *v.* Hobbs, 87 Ark. 641, 113 S. W. 46.

$10,000. Pennsylvania Co. *v.* Reidy, 99 Ill. App. 477.

$10,000. Momence Stone Co. *v.* Groves, 100 Ill. App. 98.

$10,000. Eckels *v.* Edison, 139 Ill. App. 75.

$10,000. Louisville & N. R. R. *v.* Mitchell, 87 Ky. 327, 8 S. W. 706.

$10,000. Louisville & N. R. R. *v.* Popp, 96 Ky. 99, 112, 27 N. W. 992, 16 Ky. L. Rep. 369.

$10,000. Hollenbeck *v.* Missouri Pac. Ry., 141 Mo. 113, 38 S. W. 727.

$10,000. Swearingen *v.* Consol. Troup Min. Co., 212 Mo. 524, 111 S. W. 545.

$10,000. Garoni *v.* Compagnie Nationale, 14 N. Y. Supp. 798.

$10,000. Houston & T. C. Ry. *v.* Kelley, 13 Tex. Civ. App. 1, 34 S. W. 809.

$10,000. Gulf, C. & S. F. Ry. *v.* Warner, 22 Tex. Civ. App. 167, 54 S. W. 1064.

$10,000. International & G. N. R. R. *v.* Morin (Tex. Civ. App.), 116 S. W. 656.

$10,000. Missouri, K. & T. Ry. *v.* Redus, 55 Tex. Civ. App. 205, 118 S. W. 208.

$10,000. Yerkes *v.* Northern Pac. Ry., 112 Wis. 184, 88 N. W. 33.

$11,000. Louisville Ry. *v.* Bryant (Ky.), 134 S. W. 182.

$11,500. Hill *v.* Starin, 65 App. Div. 361, 73 N. Y. Supp. 91.

$11,500. Texas & P. Ry. *v.* Johnson (Tex. Civ. App.), 34 S. W. 186.

$12,000, second verdict. Missouri Pac. Ry. *v.* Mackey, 33 Kan. 298, 6 Pac. 291.

$12,000. Louisville & N. R. R. *v.* Schroader, 113 S. W. 874 (Ky.)

$12,000. Akersloot *v.* Second Ave. R. R., 15 N. Y. Supp. 864.

$12,500. Eichhorn *v.* Central R. R., 185 Fed. 624.

$12,500. Kentucky Cent. Ry. *v.* Ryle, 18 S. W. 938, 13 Ky. L. Rep. 862.

$12,500. Texas & P. Ry. *v.* Johnson (Tex. Civ. App.), 34 S. W. 186.

$12,500. Texas & N. O. R. R. *v.* Parsons (Tex. Civ. App.), 109 S. W. 240.

$13,500. Parker *v.* Fairbanks-Morse Mfg. Co., 130 Wis. 525, 110 N. W. 409.

$13,740. Texas & N. O. Ry. *v.* Carr (Tex. Civ. App.), 42 S. W. 126.

$14,000. Galveston, H. & N. Ry. *v.* Murphy, 52 Tex. Civ. App. 420, 114 S. W. 443.

$15,000. Central of Ga. Ry. *v.* Forehand, 128 Ga. 547, 58 S. E. 44.

$15,000. Chicago City Ry. *v.* Wilcox, 33 Ill. App. 450.

$15,000. Cleveland, C. C. & St. L. Ry. *v.* Lynn (Ind.), 95 N. E. 577.

$15,000. Lee *v.* Powell Bros. & Sanders Co., 126 La. 51, 52 So. 214.

$15,000. Oglesby *v.* Missouri Pac. Ry. (Mo.), 37 S. W. 829.

$15,000. Kalfur *v.* Broadway F. & M. A. R. R., 51 N. Y. Supp. 179, 54 N. Y. Supp. 503, 34 App. Div. 267.

$15,000. Missouri, K. & T. Ry. *v.* Harris, 45 Tex. Civ. App. 542, 101 S. W. 506.

$15,000. Roth *v.* Union Depot Co., 13 Wash. 525, 546, 43 Pac. 641, 31 L. R. A. 855.

$15,000. Bugge *v.* Seattle Electric Co., 54 Wash. 483, 103 Pac. 824.

$17,000. Walsh *v.* New York Cent. & H. R. R., 140 App. Div. 1, 124 N. Y. Supp. 312.

$18,000. Murray *v.* Brooklyn City Ry., 7 N. Y. Supp. 900.

$18,000. Galveston, H. & S. A. Ry.

cases.[178] For the loss of both legs very heavy damages have been allowed.[179] Much less damages will be permitted in the

v. Hynes, 21 Tex. Civ. App. 34, 50 S. W. 624.

$20,000. Burch *v.* Southern Pac. Co., 32 Nev. 75, 104 Pac. 225.

$23,000. Erickson *v.* Brooklyn Heights Ry., 11 Misc. 662, 32 N. Y. Supp. 915.

$25,000. Ehrman *v.* Brooklyn City R. R., 14 N. Y. Supp. 336.

$25,000. Reeks *v.* Seattle Electric Co., 54 Wash. 609, 104 Pac. 126.

[178] In the following cases verdicts were held excessive:

$35,000; reduced to $25,000. Noakes *v.* New York Cent. & H. R. R. R., 121 App. Div. 716, 106 N. Y. Supp. 522.

$30,000; reduced to $20,000. Fisher *v.* Barber (Tex. Civ. App.), 130 S. W. 871.

$25,000. Tully *v.* New York & T. S. S. Co., 42 N. Y. Supp. 29, 11 App. Div. 630, 42 N. Y. Supp. 1134.

$25,000. Galveston H. & S. A. Ry. *v.* Bernard (Tex. Civ. App.), 57 S. W. 686.

$23,071; reduced to $17,500. O'Brien *v.* J. G. White & Co., 105 Me. 308, 74 Atl. 721.

$20,320; reduced to $12,000. Aluminum Co. *v.* Ramsey, 89 Ark. 522, 117 S. W. 568.

$20,000; reduced to $15,000. Texas & N. O. Ry. *v.* Conway, 44 Tex. Civ. App. 68, 98 S. W. 1070.

$16,000, third verdict; reduced to $9,000. Bailey *v.* Rome, W. & O. R. R., 80 Hun, 4, 29 N. Y. Supp. 816.

$15,000; reduced to $12,000. Wimber *v.* Iowa Cent. Ry., 114 Ia. 551, 87 N. W. 505.

$15,000; reduced to $10,000. Brady *v.* Kansas City St. L. & C. R. R., 206 Mo. 509, 102 S. W. 978.

$15,000. Quirk *v.* Siegel-Cooper Co., 26 Misc. 244, 56 N. Y. Supp. 49.

$10,000; reduced to $6,000. Bell *v.* Globe Lumber Co., 107 La. 725, 31 So. 994.

$9,500; reduced to $6,000. Rangenier *v.* Seattle Electric Co., 52 Wash. 401, 100 Pac. 842.

$9,000; reduced to $5,000. Morris *v.* Eighth Ave. R. R., 68 Hun, 39, 22 N. Y. Supp. 666.

$8,000. Baker *v.* Public Service Ry., 79 N. J. L. 249, 75 Atl. 441.

[179] For the loss of both legs the following verdicts have been upheld:

$7,500. Macon & B. Ry. *v.* Parker, 127 Ga. 471, 56 S. E. 616.

$9,000. Southern Pac. Co. *v.* Hart, 53 Tex. Civ. App. 536, 116 S. W. 415.

$13,000. Colorado Midland Ry. *v.* O'Brien, 16 Colo. 219, 27 Pac. 701.

$15,000. Illinois Cent. R. R. *v.* Stewart, 63 S. W. 596, 23 Ky. L. Rep. 637.

$20,000. Pittsburgh, C. C. & St. L. Ry. *v.* Simons (Ind.), 79 N. E. 911.

$22,500. St. Louis, S. W. Ry. *v.* Cleland, 50 Tex. Civ. App. 499, 110 S. W. 122.

$25,000. St. Louis, I. M. & S. Ry. *v.* Rogers, 93 Ark. 564, 126 S. W. 375, 1199.

$27,500. Union Pacific Ry. *v.* Connolly, 77 Neb. 254, 109 N. W. 368.

$30,000. Pennsylvania Co. *v.* Barton, 130 Ill. App. 573.

$35,000. Whitehead *v.* Wisconsin Cent. Ry., 103 Minn. 13, 114 N. W. 254, 467.

The following verdicts have been held excessive:

$50,000; reduced to $30,000. Yazoo & M. V. R. R. *v.* Wallace, 91 Miss. 492, 45 So. 857.

$30,000. Heddles *v.* Chicago & N. W. Ry., 74 Wis. 239, 42 N. W. 237.

case of loss of a foot [180] or a part of it,[181] or even for the loss of two feet.[182]

§ 1357. Loss of a member: arm, hand or finger.

Verdicts for loss of an arm have been considered; [183] generally

[180] For loss of a foot the following verdicts have been upheld:

$6,950. Elliott *v.* Newport St. Ry., 18 R. I. 707, 31 Atl. 694.

$8,000. San Antonio & A. P. Ry. *v.* Green, 20 Tex. Civ. App. 5, 49 S. W. 670.

$9,000. Manley *v.* New York C. & H. R. R. R., 18 Misc. 502, 42 N. Y. Supp. 1076.

$10,000. St. Louis, I. M. & S. Ry. *v.* Sparks, 81 Ark. 187, 99 S. W. 73.

$10,000. Chesapeake & O. Ry. *v.* Davis, 60 S. W. 14, 22 Ky. L. Rep. 1156.

$10,000. Louisville & N. R. R. *v.* Mitchell, 87 Ky. 327, 8 S. W. 706, 10 Ky. L. Rep. 211.

$10,000. Southern Ry. *v.* Isom, 92 Miss. 82, 45 So. 424.

$10,500. Chipman *v.* Union Pac. R. R., 12 Utah, 68, 41 Pac. 562.

$15,000. Galveston, H. & N. Ry. *v.* Newport (Tex. Civ. App.), 65 S. W. 657.

$15,000. Texas & N. O. R. R. *v.* McLeod (Tex. Civ. App.), 131 S. W. 311.

$16,000. Galveston, H. & S. A. Ry. *v.* Abbey, 29 Tex. Civ. App. 211, 68 S. W. 293.

In the following cases the amount was held excessive.

$22,500. International & G. N. R. R. *v.* Brice (Tex. Civ. App.), 126 S. W. 613.

$12,500; reduced to $6,000. Blades *v.* Des Moines City Ry., 146 Ia. 580, 123 N. W. 1057.

$12,000; reduced to $8,000. Kroener *v.* Chicago, M. & St. P. Ry., 88 Ia. 16, 55 N. W. 137.

$12,000; reduced to $9,000. Chicago, B. & Q. R. R. *v.* Krayenbuhl, 70 Neb. 766, 98 N. W. 44.

$10,000. Peri *v.* New York C. & H. R. R. R., 87 Hun, 499, 34 N. Y. Supp. 1009.

[181] For the loss of part of a foot the following verdicts were upheld:

$1,500, big toe. Jacobsen *v.* Rothschild, 62 Wash. 127, 113 Pac. 261.

$3,500, three toes, great pain. Larkin *v.* New York & N. R. R., 19 N. Y. Supp. 479.

$5,000, second verdict. W. M. Ritter Lumber Co. *v.* Jordan, 138 Ky. 522, 128 S. W. 596.

$11,000. Jordan *v.* New York & H. R. R., 16 Daly 130, 9 N. Y. Supp. 506.

[182] For the loss of both feet the following verdicts were upheld:

$3,000. Chicago & J. E. Ry. *v.* Barrows, 128 Ill. App. 11.

$9,500. Texas & N. O. R. R. *v.* Buch (Tex. Civ. App.), 125 S. W. 316.

$10,000, and $2,000 additional for pain. The Ruth, 178 Fed. 749.

The following were held excessive:

$25,000; reduced to $20,000. Waldhier *v.* H. & St. J. R. R., 87 Mo. 37.

$11,620.11; reduced to $5,000. Pfeffer *v.* Buffalo Ry., 4 Misc. 465, 24 N. Y. Supp. 490.

$8,000, one foot and four toes of other foot; reduced to $4,000. Wood *v.* Louisville & N. R. R., 88 Fed. 44.

[183] For loss of an arm the following verdicts have been upheld:

$2,500. St. Louis I. M. & S. Ry. *v.* Holmes (Ark.), 131 S. W. 692.

$5,000. Collins *v.* Waterbury Co., 144 App. Div. 670, 129 N. Y. Supp. 661.

$6,000. The Buffalo, 147 Fed. 304.

$6,600. Texarkana Tel. Co. *v.* Pemberton, 86 Ark. 329, 111 S. W. 257.

speaking, of course, greater damages might be expected for loss of a right arm [184] than for loss of a left arm,[185] but in each case the amount of recovery will be controlled by other circumstances. For loss of a hand [186] or of part of a

$6,975. Schmolt *v.* H. W. Wright Lumber Co., 145 Wis. 577, 130 N. W. 499.

$7,000. Sobieski *v.* St. Paul & D. R. R., 41 Minn. 169, 42 N. W. 863.

$8,000. Anglo-American Packing & P. Co. *v.* Baier, 31 Ill. App. 653.

$8,000. O'Keefe *v.* Eighth Ave. R. R., 33 App. Div. 324, 53 N. Y. Supp. 940.

$9,119. Missouri, K. & T. Ry. *v.* Kirkland, 11 Tex. Civ. App. 528, 32 S. W. 588.

$10,000. South Covington & C. S. R. R. *v.* Weber, 82 S. W. 986, 26 Ky. L. Rep. 922.

$10,000. Galveston, H. & S. A. Ry. *v.* Collins, 24 Tex. Civ. App. 143, 57 S. W. 884.

$10,170. Louisville & N. R. R. *v.* Cason, 116 S. W. 716 (Ky.).

$12,500. Rodney *v.* St. Louis, S. W. Ry., 127 Mo. 676, 28 S. W. 887, 30 S. W. 150.

$14,000. Galveston, H. & H. R. R. *v.* Bohan (Tex. Civ. App.), 47 S. W. 1050.

$15,000. Greer *v.* Great Northern Ry. (Minn.), 132 N. W. 6.

The following amounts have been held excessive:

$20,000; reduced to $12,000. Renne *v.* U. S. Leather Co., 107 Wis. 305, 83 N. W. 473.

$15,000 (reduced by trial court from $25,000); further reduced to $10,000. O'Donnell *v.* American Sugar Refining Co., 41 App. Div. 307, 58 N. Y. Supp. 640.

$13,000. Louisville & N. R. R. *v.* Lowe (Ky.), 66 S. W. 736.

$10,000 (reduced from $12,500); further reduced to $7,000. Burdiet *v.* Missouri Pac. Ry., 123 Mo. 236, 27 S. W. 453, 26 L. R. A. 384, 45 Am. St. Rep. 528.

$6,000 (fourth verdict); reduced to $4,500. Vaughn *v.* Glen Falls Portland Cement Co., 59 Misc. 230, 112 N. Y. Supp. 240.

[184] For loss of a right arm the following verdicts have been upheld:

$6,500. Illinois Cent. R. R. *v.* Price, 72 Miss. 862, 18 So. 415.

$7,500. Kenny *v.* Marquette Cement Mfg. Co., 149 Ill. App. 173.

$10,000. St. Louis, S. W. Ry. *v.* Groves, 44 Tex. Civ. App. 63, 97 S. W. 1084.

$10,500. Larson *v.* Haglin, 103 Minn. 257, 114 N. W. 958.

$11,916. Chobanian *v.* Washburn Wire Co., (R. I.), 80 Atl. 394.

$17,500. The Fullerton, 167 Fed. 1, 92 C. C. A. 463.

The following have been held excessive:

$15,000; reduced to $10,000. Silberstein *v.* Houston, W. S. & P. F. R. R., 52 Hun, 611, 4 N. Y. Supp. 844.

$15,000; reduced to $12,000. Bradbury *v.* Chicago, R. I. & P. Ry. (Ia.), 128 N. W. 1.

[185] For loss of a left arm the following verdicts have been upheld:

$7,000. Atchison, T. & S. F. R. R. *v.* Sledge, 68 Kan. 321, 74 Pac. 1111.

$10,000. Waggoner *v.* Porterfield (Tex. Civ. App.), 118 S. W. 1094.

$10,000. Baltzer *v.* Chicago, M. & N. R. R., 89 Wis. 257, 60 N. W. 716.

$12,000. Lafferty *v.* Third Ave. R. R., 85 App. Div. 592, 83 N. Y. Supp. 405 (affirmed 176 N. Y. 594, 68 N. E. 1118).

The following verdict has been held excessive:

$12,000; reduced to $7,500. Struble *v.* Burlington C. R. & N. Ry., 128 Ia. 158, 103 N. W. 142.

[186] For loss of a hand the following verdicts have been upheld:

hand [187] the damages must be expected to be less. For the loss of one or more fingers the amount of damages allowed must in all cases depend largely on the particular circumstances.[188]

$4,000. Whitcofsky *v.* Weir, 32 Fed. 307.

$4,700. Central R. R. *v.* DeBray, 71 Ga. 406.

$6,000, right hand. Crosby *v.* Cuba R. R., 158 Fed. 144.

$7,500. Sprague *v.* Atlee, 81 Ia. 1, 46 N. W. 756.

$8,500, right hand. Glucina v. F. H. Goss Brick Co., 63 Wash. 401, 115 Pac. 843.

$10,000, left hand. Deegan *v.* Gutta Percha & R. M. Co., 131 App. Div. 101, 115 N. Y. Supp. 291.

The following have been held excessive:

$15,000, right hand; reduced to $10,000. Missouri, K. & T. Ry. *v.* Brown (Tex. Civ. App.), 140 S. W. 1172.

$10,000 (reduced from $12,000), Brown *v.* Southern Pac. R. R., 7 Utah, 288, 26 Pac. 579.

$8,000, left hand. Pittsburgh & L. E. Ry. *v.* Blair, 11 Ohio Cir. Ct. 579.

$8,000; reduced to $6,000. Murray *v.* Hudson R. R. R., 47 Barb. 196.

[187] $4,120 was held excessive for loss of part of a hand, and reduced to $2,000, in Waggoner *v.* Sneed (Tex. Civ. App.), 138 S. W. 219.

[188] In the following cases damages allowed for loss of one or more fingers have been upheld:

$1,119.25, one finger, others lacerated. Adams *v.* Peterman Mfg. Co., 47 Wash. 484, 92 Pac. 339.

$1,500, one finger, hand crushed, permanent impairment of use. Strong *v.* Iowa Cent. Ry., 94 Ia. 380, 62 N. W. 799.

$1,500, thumb, great pain, permanent inconvenience and disfigurement. Ong Chair Co. *v.* Cook, 85 Ark. 390, 108 S. W. 203.

$1,500, little finger, severe pain. Rommen *v.* Empire F. M. Co. (Wash.), 118 Pac. 924.

$2,080, tips of four fingers, earning capacity impaired. Duskey *v.* Green Lake Shingle Co., 51 Wash. 145, 98 Pac. 99.

$2,300, right thumb, fingers injured, hand weakened. Whalen *v.* Chicago, R. I. & P. Ry., 75 Ia. 563, 39 N. W. 894.

$2,750, forefinger of right hand. San Antonio & A. P. Ry. *v.* Muecke, 47 Tex. Civ. App. 380, 105 S. W. 1009.

$2,947.60, middle finger, hand crippled. Lund *v.* Sargent Mfg. Co., 158 Mich. 3, 122 N. W. 372.

$3,000, forefinger and middle finger of right hand, much pain. Saller *v.* Friedman Bros. Shoe Co., 130 Mo. App. 712, 109 S. W. 794.

$3,000, right forefinger. Finkelstein *v.* Kramer, 133 App. Div. 565, 118 N. Y. Supp. 152.

$3,008, three fingers. Rood *v.* Seattle El. Co., 55 Wash. 217, 104 Pac. 249.

$3,250, left thumb and right forefinger. Bernier *v.* St. Paul Gaslight Co., 91 Minn. 214, 99 N. W. 778.

$3,300, two fingers of left hand, two others crippled. Chapman *v.* Southern Pac. Co., 12 Utah, 30, 41 Pac. 551.

$4,000, little finger, right hand disabled, body bruised, much pain. Niblock *v.* Ann Arbor R. R., 158 Mich. 582, 123 N. W. 35.

$4,500, two fingers, strength of hand and arm impaired, plaintiff a musician. Oborn *v.* Nelson, 126 S. W. 178 (Mo. App.)

$5,000, three fingers, burns. Walker *v.* Simmons Mfg. Co., 131 Wis. 542, 111 N. W. 694.

$6,000, three fingers, operation required, wrist stiffened. Murtaugh *v.* New York C. & H. R. R. R., 49 Hun, 456, 3 N. Y. Supp. 483.

$7,250, several fingers, loss of use of

§ 1358. Disfigurement.

Permanent disfigurement is sometimes an element in damages, either increasing the damages [189] or sometimes because it

hand, permanent incapacity. Ft. Worth & R. G. Ry. *v.* Bowen (Tex. Civ. App.), 68 S. W. 700.

$7,500, two fingers, scar on palm, permanent nervousness. Johnson *v.* Bay City, 164 Mich. 251, 129 N. W. 29.

$7,500, all fingers of right hand. Missouri, K. & T. Ry. *v.* Hauer (Tex. Civ. App.), 33 S. W. 1010.

$9,000 (reduced from $12,000), four fingers. Phippin *v.* Missouri Pac. Ry., 196 Mo. 321, 93 S. W. 410.

$12,000, two fingers, hand disabled, pain. San Antonio & A. P. Ry. *v.* Beauchamp, 54 Tex. Civ. App. 123, 116 S. W. 1163.

$15,000, one finger right hand, all fingers of left, plaintiff trained in music. Murray *v.* Chicago, R. I. & P. Ry. (Ia.), 133 S. W. 123.

In the following cases the verdict was held excessive:

$15,000, one finger, burns, temporary crippling; reduced to $7,500. Cutler *v.* Pittsburg S. P. G. M. Co. (Nev.), 116 Pac. 418.

$7,500, four fingers of right hand; reduced to $5,000. Campbell *v.* Wheelihan-Weidauer Co., 45 Wash. 675, 89 Pac. 161.

$6,500, right thumb and left forefinger. Gray-Meek P. B. Co. *v.* McNally (Ky.), 129 S. W. 299.

$6,500, thumb and forefinger. Kansas Pac. Ry. *v.* Peavey, 29 Kan. 169, 34 Kan. 472, 8 Pac. 780.

$5,125, three fingers; reduced to $4,000. Barg *v.* Bousfield, 65 Minn. 355, 68 N. W. 45.

$5,000 two fingers. Louisville & N. R. R. *v.* Foley, 94 Ky. 220, 21 S. W. 866.

$5,000, thumb and one finger of left hand, hand crippled; reduced to $4,000. Richardson *v.* St. Louis & H. Ry., 223 Mo. 325, 123 S. W. 22.

$5,000, two fingers. Barclay *v.* Puget S. L. Co., 48 Wash. 241, 93 Pac. 430, 16 L. R. A. (N. S.) 140.

$4,500, right forefinger and part of thumb; reduced to $3,500. Rittel *v.* E. E. Souther Iron Co., 127 Mo. App. 463, 105 S. W. 662.

$4,000, little finger, hand stiffened, pain; reduced to $3,000. Mahood *v.* Pleasant Valley Coal Co., 8 Utah, 85, 30 Pac. 149.

$4,000, two fingers; reduced to $3,000. Gagnon *v.* Klauder-Weldon D. M. Co., 174 Fed. 477.

$3,500 (reduced from $4,500), two fingers; reduced to $2,500. Stiller *v.* Bohn Manuf. Co., 80 Minn. 1, 82 N. W. 981.

$2,500, one finger; reduced to $1,000. Ball *v.* Peterman Mfg. Co., 47 Wash. 653, 92 Pac. 425.

$2,000, thumb. Louisville & N. R. R. *v.* Law, 14 Ky. L. Rep. 850, 21 S. W. 648.

$1,800 two fingers; reduced to $1,200. Gahagan *v.* Aerometer Co., 67 Minn. 252, 69 N. W. 914.

$1,250, one joint of right thumb. N. N. & N. V. Co. *v.* Walker, 14 Ky. L. Rep. 175.

[189] The following verdicts have been upheld:

$600 for pain and scar. The North Star, 169 Fed. 711.

$1,000 for pain, expense, and disfigured face. Frankfort *v.* Kendrick (Ky.), 114 S. W. 289.

$1,200 (reduced from $1,600), for pain, loss of time, and permanent scars. O'Callaghan *v.* Dellwood Park Co., 149 Ill. App. 34.

$1,500 for pain, expenses, and scarred face, by girl of eighteen. Cameron *v.* Bryan, 89 Ia. 214, 56 N. W. 434.

$3,000 for pain, loss of taste and

furnishes of itself the principal ground for the recovery of damages.[190]

§ 1359. Impairment of sight or hearing.

Verdicts have been examined by the courts which gave compensation for the impairment of sight,[191] for the entire loss

smell, and distorted face. Illinois Valley Ry. *v.* Haremski, 132 Ill. App. 423.

$3,000 for permanent lameness and distorted face. Juul *v.* Kitsap Transp. Co., 55 Wash. 156, 104 Pac. 191.

$3,500 for pain, nervous irritation, and disfigurement. Frank Parmelee Co. *v.* Wheelock, 127 Ill. App. 500.

$3,500 (reduced from $4,500), for pain and disfigurement of face. Pronskevitch *v.* Chicago & A. Ry., 232 Ill. 136, 83 N. E. 545, affirming 135 Ill. App. 401.

$4,000 for permanent pain and disfigurement of face. Shortridge *v.* Scarritt Estate Co. (Mo. App.), 130 S. W. 126.

$4,500 for pain, loss of time ten months, expense, and permanent disfigurement. The J. G. Lindauer, 158 Fed. 449.

$5,000 for bodily and mental pain, permanent disability, and disfigurement. Gurdon & Ft. S. Ry. *v.* Calhoun, 86 Ark. 76, 109 S. W. 1017.

$5,000 for permanent injury and disfigurement. St. Louis, I. M. & S. R. R. *v.* Price, 83 Ark. 437, 104 S. W. 157.

$6,000 for broken ribs and permanent disfigurement of face, of young girl eight years old. Bennett *v.* Brooklyn Heights R. R., 1 App. Div. 205, 37 N. Y. Supp. 447.

$7,000 for suffering and permanent disfigurement of girl sixteen years old. St. Louis, S. F. & T. Ry. *v.* Andrews, 44 Tex. Civ. App. 426, 99 S. W. 871.

$15,000 for injury requiring serious surgical treatment of face, permanent lameness, and disfigurement of girl thirteen years old. James *v.* Oakland Trac. Co., 9 Cal. App. 21, 103 Pac. 1082.

$16,338.82 for frightful and permanent injury and disfigurement of a woman. Kenney *v.* South Shore N. G. & F. Co., 131 App. Div. 859, 119 N. Y. Supp. 363.

For injury to brain, permanent injury to health, and deforming scars of young girl, a verdict of $30,000 was reduced to $12,000. Mitchell *v.* Tacoma R. & M. Co., 13 Wash. 560, 43 Pac. 528.

[190] Newbury *v.* Getchel & M. L. & M. Co., 100 Ia. 441, 457, 69 N. W. 743, 62 Am. St. Rep. 582.

The following verdicts were upheld where the principal damage was permanent deformity:

$700. Gibbs *v.* Poplar Bluff L. & P. Co. (Mo. App.), 125 S. W. 840.

$1,500. Cameron *v.* Bryan, 89 Ia. 214, 56 N. W. 434.

$2,000. Chicago *v.* Reid, 141 Ill. App. 514.

The following verdict was held excessive:

$7,000; reduced to $3,000. Kilmer *v.* Reckitt, 75 App. Div. 180, 77 N. Y. Supp. 395.

[191] For impairment of sight the following verdicts have been upheld:

$750. Lemoine *v.* Sullivan (Ark.), 134 S. W. 946.

$2,500, also impairment of hearing. Galveston, H. & S. A. Ry. *v.* Bean, 45 Tex. Civ. App. 52, 99 S. W. 721.

$3,000. Galveston, H. & S. A. Ry. *v.* Sanchez (Tex. Civ. App.), 122 S. W. 44.

$5,000, incapacitated for business. Missouri, K. & T. Ry. *v.* Huff (Tex. Civ. App.), 32 S. W. 551.

$6,500, scalded all over body, intense pain. Winona Technical Institute *v.* Stolte, 173 Ind. 39, 89 N. E. 393.

$9,000, fracture of leg, wrists, and

of sight in one eye,[192] usually accompanied by impairment of the sight of the other eye;[193] and recovery for total blind-

skull, leg and wrist permanently deformed. Welk *v.* Jackson Architectural Ironworks, 98 App. Div. 247, 90 N. Y. Supp. 541.

The following verdicts have been held excessive:

$10,000, burned and scarred, no permanent injury. Kentucky Wagon Mfg. Co. *v.* Shake, 137 Ky. 742, 126 S. W. 1095.

$8,000; reduced to $7,000. De La Vergne R. M. Co. *v.* Stahl, 24 Tex. Civ. App. 471, 60 S. W. 319.

$4,650; reduced to $2,500. McGrew *v.* Chicago & M. E. R. R., 142 Ill. App. 210.

[192] For loss of an eye the following verdicts have been upheld:

$2,500. Orscheln *v.* Scott, 106 Mo. App. 583, 80 S. W. 982.

$3,682. Potvin *v.* West Bay City Shipbuilding Co., 156 Mich. 201, 120 N. W. 613.

$4,400. Sherley *v.* Billings, 8 Bush (Ky.) 147, 8 Am. Rep. 451.

$4,500. Shaver *v.* J. Neils Lumber Co., 109 Minn. 376, 123 N. W. 1076.

$5,000. Texas & P. Ry. *v.* Bowlin (Tex. Civ. App.), 32 S. W. 918.

$5,000; pain and operation. Hocking *v.* Windsor Spring Co., 131 Wis. 532, 111 N. W. 685.

$6,000, disabling injury to head. Starnes *v.* Pine Woods Lumber Co., 122 La. 284, 47 So. 607.

$6,500. Dallas & G. Ry. *v.* Abler, 72 Tex. 150, 9 S. W. 871.

$7,000. Shaw *v.* Chicago & G. T. Ry., 123 Mich. 629, 82 N. W. 618, 49 L. R. A. 308.

$7,500. Korzib *v.* Netherlands-American S. N. Co., 175 Fed. 998.

$10,000, skull crushed, inability to labor from effects of injury. Missouri, K. & T. Ry. *v.* Parker, 20 Tex. Civ. App. 470, 49 S. W. 717.

$11,400, skull fractured, mental and physical wreck. Cobb *v.* St. Louis & H. Ry., 149 Mo. 609, 50 S. W. 894.

The following verdicts were held excessive:

$15,000, badly burned; reduced to $10,000. Ribich *v.* Lake Superior Smelting Co., 123 Mich. 401, 82 N. W. 279, 48 L. R. A. 649.

$12,821, disfigurement of face; reduced to $7,500. Haynes *v.* Maine Cent. R. R., (Me.), 80 Atl. 38.

[193] For loss of one eye and impairment of the sight of the other the following verdicts have been upheld:

$1,000 (reduced from $6,200). Nelson *v.* A. H. Stange Co., 140 Wis. 657, 123 N. W. 152.

$7,000, incapacitated for business. Chicago Veneer Co. *v.* Jones (Ky.), 135 S. W. 430.

$7,948, other serious injuries. Haley *v.* Solvay Process Co., 127 App. Div. 753, 112 N. Y. Supp. 25.

$8,500, bones of face and skull injured, operation. Wysocki *v.* Wisconsin Lakes I. & C. Co., 121 Wis. 96, 98 N. W. 950.

$14,400. Vant Hul *v.* Great Northern Ry., 90 Minn. 329, 96 N. W. 789.

$25,000, side paralyzed, spine curved, other injuries. Perkins *v.* Sunset T. & T. Co., 155 Cal. 712, 103 Pac. 190.

$30,000, severely burned, scars, arm stiffened, several operations, total disability. Commonwealth Electric Co. *v.* Rooney, 138 Ill. App. 275.

A verdict of $15,000 where there were severe burns, causing loss of time, but completely cured, was held excessive and reduced to $12,000; there having been a former verdict of $8,000. Hardy *v.* Chicago, R. I. & P. Ry., 149 Ia. 41, 127 N. W. 1093.

ness has also been brought in question.[194] So the courts have considered the question of excessive damages for total deafness [195] and for an impairment of hearing.[196]

§ 1360. Nervous disorders.

Where the injury causes some sort of nervous disorder, the amount of recovery may be greatly increased thereby; though juries appear often to be misled by the indefinite and intangible nature of the disease to giving verdicts which courts regard as excessive. Courts have been called upon to pass on the excessiveness of numerous verdicts in which compensation had been assessed for neurasthenia, nervous prostration, or traumatic neurosis,[197] or for nervous shock, hysteria, and many other forms of nervous disorder.[198]

[194] For total blindness the following verdicts have been held excessive:

$37,500. Deep Mining & Drainage Co. *v.* Fitzgerald, 21 Colo. 533, 43 Pac. 210.

$9,500; reduced to $8,000. Peterson *v.* Roessler & Hasslacher Chemical Co., 131 Fed. 156.

[195] For deafness the following verdicts have been upheld:

$1,000. American E. & C. Co. *v.* Crawford (Ky.), 134 S. W. 448.

$2,500. West Chicago St. R. R. *v.* Lups, 74 Ill. App. 420.

$7,500, eyesight weakened, wound at base of skull. Ronald *v.* Pacific Traction Co. (Wash.), 118 Pac. 311.

For deafness which prevented plaintiff, an engineer, from continuing in his business, a verdict of $25,000 reduced to $15,000 by the trial court, was held so excessive as to bear on its face the evidence of an error which remittitur could not cure, and it was set aside. Chicago, R. I. & G. Ry. *v.* Forrester (Tex. Civ. App.), 137 S. W. 162.

[196] For impairment of hearing the following verdicts have been upheld:

$2,500, four teeth lost. Wilson *v.* Chicago City Ry., 144 Ill. App. 604.

$4,000 (reduced from $5,000), sight and memory impaired. Kennedy *v.* Chicago, M. & St. P. Ry., 57 Minn. 227, 58 N. W. 878.

$5,900. Southwestern T. & T. Co. *v.* Abeles, 94 Ark. 254, 126 S. W. 724.

[197] For neurasthenia or similar nervous disease caused by the defendant the following verdicts have been upheld:

$2,500 (reduced from $6,448). Murphy *v.* South St. Paul, 101 Minn. 341, 112 N. W. 259.

$3,000. Louisville *v.* Tompkins (Ky.), 122 S. W. 174.

$4,000. Roe *v.* Metropolitan St. Ry., 131 Mo. App. 128, 110 S. W. 611.

$4,000. Garthley *v.* Seattle Electric Co., 49 Wash. 616, 96 Pac. 155.

$5,000. Berger *v.* St. Paul City Ry., 95 Minn. 84, 103 N. W. 724.

$5,000 (reduced from $8,500). Fall-

[198] For nervous shock, hysteria, or other nervous disorder resulting from defendant's wrong, the following verdicts have been upheld:

§ 1361. Insanity and loss of mental power.

Verdicts have been considered where the principal element

din *v.* Seattle, 57 Wash. 307, 106 Pac. 914.

$7,000. Missouri, K. & T. Ry. *v.* Farris (Tex. Civ. App.), 126 S. W. 1174.

$8,000. Pierce *v.* Spokane, 59 Wash. 615, 110 Pac. 537.

$9,500, internal injuries, paralysis. Crozier *v.* Minneapolis St. Ry., 106 Minn. 77, 118 N. W. 256.

$16,000, severe attack, danger of dementia or paresis. St. Louis, I. M. & S. R. R. *v.* Osborne, 95 Ark. 310, 129 S. W. 537.

The following verdicts were held excessive:

$34,000, mind impaired, partial and progressive paralysis, lungs injured; reduced to $27,500. Missouri, K. & T. Ry. *v.* Dalton (Tex. Civ. App.), 120 S. W. 240.

$18,000. Chlanda *v.* St. Louis Transit Co., 213 Mo. 244, 112 S. W. 249.

$13,000; reduced to $8,000. Chicago, R. I. & G. Ry. *v.* Swann (Tex. Civ. App.), 127 S. W. 1164.

$12,000; reduced to $8,000. Schwartzbauer *v.* Great Northern Ry., 112 Minn. 356, 128 N. W. 286.

$10,000; reduced to $4,000. Becker *v.* Albany Ry., 35 App. Div. 46, 54 N. Y. Supp. 395.

$10,000; reduced to $4,000. Lockwood *v.* Twenty-third St. Ry., 15 Daly, 374, 7 N. Y. Supp. 633.

$5,500. Edwards *v.* Seattle R. & S. Ry., 62 Wash. 77, 113 Pac. 563.

$5,000; reduced to $3,000. O'Flanagan *v.* Missouri Pac. Ry. (Mo. App.), 129 S. W. 1019.

$4,500; reduced to $3,500. De Courcy *v.* Prendergast Const. Co., 140 Mo. App. 169, 120 S. W. 632.

$3,000, also diseased heart, injury to eye and spine. Gay *v.* Milwaukee E. R. & L. Co., 138 Wis. 348, 120 N. W. 283.

(Note 198—continued.)

$800. Robinson *v.* Marino, 3 Wash. 434, 441, 28 Pac. 752, 28 Am. St. Rep. 50.

$800 (reduced from $1,500). Pfeiffer *v.* Radke, 144 Wis. 430, 129 N. W. 413.

$1,000. Indianapolis T. T. Co. *v.* Ulrick, 45 Ind. App. 149, 90 N. E. 321.

$1,000. Lang *v.* Hill, 151 Mo. App. 685, 138 S. W. 698.

$1,135.45. Des Moineaux *v.* New York City Ry., 118 App. Div. 848, 103 N. Y. Supp. 618.

$2,500. Averitt *v.* Metropolitan St. Ry., 151 Mo. App. 265, 131 S. W. 752.

$3,750. Colorado Springs Electric Co. *v.* Soper, 38 Colo. 126, 88 Pac. 165.

$4,000. Wyman *v.* Pike, 108 Minn. 481, 122 N. W. 310.

$4,000. Kupke *v.* St. Louis Tr. Co., 122 Mo. App. 355, 99 S. W. 472.

$6,400. Kimic *v.* San Jose-Los Gatos I. U. Ry., 156 Cal. 273, 379, 104 Pac. 312.

$6,500. Olson *v.* Great Northern Ry., 68 Minn. 155, 71 N. W. 5.

$9,000 (reduced from $12,500). Lake St. Elevated R. R. *v.* Sandy, 137 Ill. App. 244.

$10,000, heart diseased, disabled from work. Galveston, H. & S. A. Ry. *v.* Worth, 55 Tex. Civ. App. 478, 116 S. W. 365.

$11,500. Savage *v.* Joseph H. Bauland Co., 42 App. Div. 285, 58 N. Y. Supp. 1014.

The following verdicts were held excessive:

$30,000. Gibney *v.* St. Louis Transit Co., 204 Mo. 704, 103 S. W. 43.

$26,000. Louisville & N. R. R. *v.* Long, 94 Ky. 410, 22 S. W. 747.

$20,000 (reduced from $30,000). Partello *v.* Missouri Pac. Ry., 217 Mo. 645, 117 S. W. 1138.

$20,000; reduced to $7,500. Hamilton *v.* Great Falls St. Ry., 17 Mont. 334, 42 Pac. 860.

of loss was insanity supervening upon the injury,[199] or idiocy,[200] or at least a permanent loss of mental power, or other mental trouble.[201]

§ 1362. Shortening of life.

The fact that a physical injury will appreciably shorten the victim's life, either by resulting in a fatal disease [202] or by the general debilitating effect,[203] justifies heavy damages. In Clay *v.* Chicago, Milwaukee and St. Paul Railway [204] a verdict of $35,000 was given for very severe and painful injuries which resulted, after suit brought but before verdict, in plaintiff's death. The verdict was upheld. It was urged that no greater damages could be recovered than would be allowed for death;

$12,000. Davidson *v.* St. Louis Transit Co., 211 Mo. 320, 109 S. W. 583.

$7,500; reduced to $5,000. Lapleine *v.* Morgan's L. & T. R. & S. S. Co., 40 La. Ann. 661, 4 So. 875.

$4,500; reduced to $2,500. Hase *v.* Seattle (Wash.), 107 Pac. 515.

[199] The following verdicts, where the injury resulted in insanity, were upheld:

$6,000. Anderson *v.* Smith, 104 Minn. 40, 115 N. W. 743.

$10,000. Bochat *v.* Knisely, 144 Ill. App. 551.

$12,000. Cherbuliez *v.* Parsons, 59 Misc. 613, 111 N. Y. Supp. 516.

[200] The following verdicts were upheld where the plaintiff entirely lost his mental power as a result of the injury:

$3,600. Chicago U. Tract. Co. *v.* Scanlon, 136 Ill. App. 212.

$8,500. Wihnyk *v.* Second Ave. R. R., 14 App. Div. 515, 43 N. Y. Supp. 1023.

$10,000. International & G. N. R. R. *v.* Dalwigh (Tex. Civ. App.), 56 S. W. 136.

$18,962.88. Alamo D. B. Co. *v.* Yeargan (Tex. Civ. App.), 123 S. W. 721.

[201] The following verdicts were upheld:

$6,000 for permanent impairment of mental faculties. Powell *v.* Nevada C. & O. Ry., 28 Nev. 40, 78 Pac. 978.

$7,000 for injury resulting in incurable epileptic convulsions. Romona O. S. Co. *v.* Shields, 173 Ind. 68, 88 N. E. 595.

[202] The following verdicts have been upheld where a fatal disease was caused by the injury:

$3,000, tuberculosis. Paauhau Sugar Plantation Co. *v.* Palapala, 127 Fed. 920, 62 C. C. A. 552.

$3,400, disease of heart. Montgomery Tr. Co. *v.* Bozeman, 152 Ala. 145, 44 So. 559.

$4,500, tuberculosis. Van Cleve *v.* St. Louis, M. & S. E. Ry., 137 Mo. App. 332, 118 S. W. 116.

$7,500, cancer. Louisville Ry. *v.* Steubing (Ky.), 136 S. W. 634.

$15,000, progressive paralysis. San Antonio Traction Co. *v.* Probandt (Tex. Civ. App.), 125 S. W. 931.

[203] The following verdicts have been upheld:

$2,500. Yazoo & M. V. R. R. *v.* Beattie (Miss.), 49 So. 609.

$8,800. Cooper *v.* St. Paul City Ry., 54 Minn. 379, 56 N. W. 42.

$13,625. Sutton *v.* Snohomish, 11 Wash. 24, 39 Pac. 273.

[204] 104 Minn. 1, 115 N. W. 949.

and these were restricted by law to $5,000. Mr. Justice Jaggard, however, held that, the amount of damages not being restricted in this action, the limit fixed by law for damages for death had no relation to the amount recoverable. He said:

"There is no dispute that plaintiff's injuries resulted in indescribable anguish and in death. They were as serious as they could possibly have been. That they were necessarily fatal, or that only $5,000 could have been recovered by his administrator for the next of kin, does not constitute any reason whatever for holding the verdict improper. It has never been the law in this court that, the worse a servant is hurt by his master's negligence, the less he can recover. The fact that death was likely to result does not diminish the extent of the proper recovery. Plaintiff, surviving the casualty, had a cause of action totally different from that of his administrator on his death. For his injury he was entitled to compensation. The greater the injury, the larger should the verdict be. In the present case, calculations of the value of the verdict in money, intelligently invested, show that the verdict was not unreasonable upon a strictly pecuniary basis."

§ 1363. Other permanent injuries.

Verdicts for other permanent personal injuries in great variety have been considered by the courts, and the verdicts seem to have been usually upheld.[205]

[205] In the following cases verdicts for permanent injuries have been upheld:

$500, permanent and serious injury to arm. Henderson *v.* White, 49 S. W. 764, 20 Ky. L. Rep. 1525.

$500, miscarriage. Big Sandy & C. R. R. *v.* Blankenship (Ky.), 118 S. W. 316, 23 L. R. A. (N. S.) 345.

$900 (reduced from $2,000), permanent injury to arm, continued pain. Rock Island *v.* Larkin, 136 Ill. App. 579.

$900, internal injuries, causing permanent weakness. Monongahela R. C. C. & C. Co. *v.* Kramer (Ky.), 121 S. W. 978.

$1,000, sight and hearing impaired, disability to do housework. State *v.* Miller, 180 Fed. 796.

$1,000, miscarriage, permanent suffering and mortification. Singer S. M. Co. *v.* Phipps (Ind. App.), 94 N. E. 793, 32 Ky. L. Rep. 431.

$1,000, health permanently impaired. University of Louisville *v.* Hammock, 127 Ky. 564, 106 S. W. 219, 14 L. R. A. (N. S.) 784.

$1,000, baby contracted blood poisoning and catarrhal pneumonia, permanently injuring health. Covington *v.* Bollwinkle (Ky.), 121 S. W. 664.

$1,500, impaired hearing, great pain, inability to do heavy work. St. Louis,

§ 1364. Doubt as to permanence of injury.

A doubt as to the permanence of the injury may exist in the

I. M. & S. Ry. *v.* Reed, 92 Ark. 350, 122 S. W. 645.

$1,500, spine injured, partial paralysis. Witty *v.* Springfield Traction Co. (Mo. App.), 134 S. W. 82.

$1,500, injury to liver and spine. Ferguson *v.* Ehret, 14 Misc. 454, 35 N. Y. Supp. 1020.

$1,500, permanent dizziness and headache. Missouri, K. & T. Ry. *v.* Allen, 53 Tex. Civ. App. 433, 115 S. W. 1179.

$1,600, injury to leg, hip and back, continued bad health with headaches. Western S. C. & F. Co. *v.* Bean, 163 Ala. 255, 50 So. 1012.

$2,000, bruises, curvature of spine, wasting of muscles, drooping of shoulder. Hanchett *v.* Haas, 125 Ill. App. 111.

$2,000, burns leaving scars, legs permanently weakened. Asmossen *v.* Swift & Co., 148 Ill. App. 248.

$2,000, permanent scar on leg, probability of varicose ulcerations. Bayles *v.* Savery Hotel Co. (Ia.), 126 N. W. 808.

$2,000, lower part of body injured, no control over organs. Louisville Ry. *v.* Bohon, 99 S. W. 915, 30 Ky. L. Rep. 862.

$2,000, permanent injury, confined to bed ten months. Louisville & N. R. R. *v.* MacMillan (Ky.), 134 S. W. 185.

$2,000, incurable affection of spine, permanent suffering. Waldron *v.* St. Paul, 33 Minn. 87, 22 N. W. 4.

$2,000, woman, constant hemorrhages of stomach. Newbury *v.* Great Northern Ry., 109 Minn. 113, 122 N. W. 1117.

$2,000, severe case of varicocele. McNamara *v.* Metropolitan St. Ry., 133 Mo. App. 645, 114 S. W. 50.

$2,000, internal injuries and nervous disability. O'Donnell *v.* Hannibal (Mo. App.), 128 S. W. 819.

$2,000, permanent injury to spine. Wohlenberg *v.* Melchert, 35 Neb. 803, 53 N. W. 982.

$2,250, internal injuries. St. Louis S. W. Ry. *v.* Freedman, 18 Tex. Civ. App. 553, 46 S. W. 101.

$2,250. Smalley *v.* Appleton, 75 Wis. 18, 43 N. W. 826.

$2,500, varicose veins, internal injuries and indigestion. Krisinger *v.* Creston, 141 Ia. 154, 119 N. W. 526.

$2,500, internal injuries, continued bad health. Louisville H. & S. L. Ry. *v.* Foulks, 103 S. W. 266, 31 Ky. L. Rep. 632.

$2,500, diseased lung. Donelly *v.* St. Paul City Ry., 70 Minn. 278, 73 N. W. 157.

$2,750, neuralgia, permanent weak side. Fulmore *v.* St. Paul City Ry., 72 Minn. 448, 75 N. W. 589.

$3,200, tumor, adhesion of lung to chest. Wynne *v.* Atlantic Ave. R. R., 14 Misc. 394, 35 N. Y. Supp. 1034.

$3,500, nervous shock, internal injuries, impairment of health. Watkiss *v.* Chicago, 146 Ill. App. 562.

$3,500, hemorrhages, loss of control of functions. Louisville Ry. *v.* Worley, 101 S. W. 926, 31 Ky. L. Rep. 96.

$3,500, permanent injury to spine. Morris *v.* New York, O. & W. Ry., 73 Hun, 560, 26 N. Y. Supp. 342.

$3,500, leg lengthened, permanent injury to nervous system. Willis *v.* Second Ave. Traction Co., 189 Pa. 430, 42 Atl. 1.

$4,000, permanent injury to health. Indiana U. T. Co. *v.* Ohue, 45 Ind. App. 632, 89 N. E. 507.

$4,000, permanent paralysis of shoulder muscle and curvature of spine. Degnan *v.* Brooklyn City R. R., 14 Misc. 388, 35 N. Y. Supp. 1047.

$4,300, internal injuries, nervousness, palpitation of heart. Cunningham *v.*

minds of the judges who have to pass on the question of excessiveness. If the verdict is moderate, this doubt will not

Neal, 49 Tex. Civ. App. 613, 109 S. W. 455.

$4,500, chronic invalid, hernia. Chicago *v.* Saldman, 129 Ill. App. 282, affirmed 225 Ill. 625, 80 N. E. 349.

$5,000, deaf, rupture, prematurely old. Chicago Union Tr. Co. *v.* Lowenrosen, 125 Ill. App. 194, affirmed 222 Ill. 506, 78 N. E. 813.

$5,000, tuberculous foot, lameness. Mattoon City Ry. *v.* Graham, 138 Ill. App. 70, affirmed Graham *v.* M. City Ry., 234 Ill. 483, 84 N. E. 1070.

$5,000, hernia, internal injury. Louisville, H. & St. L. Ry. *v.* Kessee, 103 S. W. 261, 31 Ky. L. Rep. 617.

$5,000. Southern Ry. *v.* Brewer, 105 S. W. 160, 32 Ky. L. Rep. 43.

$5,000, internal injuries, health permanently impaired. Louisville, H. & St. L. Ry. *v.* Armstrong (Ky.), 125 S. W. 276.

$5,000, internal injuries. Price *v.* Metropolitan St. Ry., 220 Mo. 435, 119 S. W. 932.

$5,000, stiff neck, constant pain, chin partially paralyzed. Commercial Tel. Co. *v.* Davis, 43 Tex. Civ. App. 547, 96 S. W. 939.

$5,000, bruises, failing health, pain, inability to work. Texas & G. Ry. *v.* Hall (Tex. Civ. App.), 125 S. W. 71.

$5,000, constant suffering and interference with work. Bitner *v.* Utah Cent. Ry., 4 Utah, 502, 11 Pac. 620.

$5,000, permanent injury, femoral hernia. Hodd *v.* Tacoma, 45 Wash. 436, 88 Pac. 842.

$6,000, permanent invalid, lame, nervous disorders. Westervelt *v.* St. Louis Transit Co., 222 Mo. 325, 121 S. W. 114.

$6,500, inflammation of sciatic nerve, atrophy of adjacent parts, never well. Louisville Ry. *v.* Owens, 97 S. W. 356, 29 Ky. L. Rep. 1294.

$7,500, partial paralysis, functional derangement, helpless condition, increasing disability. Cumberland T. & T. Co. *v.* Overfield, 127 Ky. 548, 106 S. W. 245.

$7,500, skull crushed, mind affected, pain, continual headache, and disability. Beave *v.* St. Louis Transit Co., 212 Mo. 331, 111 S. W. 52.

$7,500, dislocation of spine, injury progressive. Missouri, K. & T. Ry. *v.* Stone (Tex. Civ. App.), 125 S. W. 587.

$8,000, partial paralysis, excruciating pain. Stomne *v.* Hanford Produce Co., 108 Ia. 137, 78 N. W. 848.

$8,000, face crushed, jaw stiffened, imperfect nutrition, invalid for life. Oties *v.* Cowles E. S. & A. Co., 54 Hun, 635, 7 N. Y. Supp. 251.

$8,000, physical wreck, partially paralyzed, impaired vision, total incapacity. San Antonio & A. P. Ry. *v.* Long (Tex. Civ. App.), 28 S. W. 214.

$8,000, spine affected, causing stiffness, aggravating prior hernia. Galveston, H. & S. A. Ry. *v.* Coker (Tex. Civ. App.), 135 S. W. 179.

$8,500, rupture, bowel trouble, ataxia, hemianesthesia, and chronic peritonitis, permanently impaired health. Klein *v.* Atchison, T. & S. F. Ry., 10 Cal. App. 19, 107 Pac. 147.

$10,000, miscarriage, eyesight and action of heart impaired. Howland *v.* Oakland C. S. Ry., 110 Cal. 513, 42 Pac. 983.

$10,000, permanent internal and spinal troubles. Barr *v.* City of Kansas, 121 Mo. 22, 25 S. W. 562.

$11,000, serious irreducible rupture. Chicago *v.* Gillett, 91 Ill. App. 287.

$11,000, permanent invalid. Chicago *v.* Didier, 131 Ill. App. 406, affirmed Chicago *v.* Ogden Sheldon & Co., 227 Ill. 595, 81 N. E. 698.

$20,000, arm and shoulder injured, bones of head and shoulder diseased, brain weakened, sight and hearing im-

cause the court to set the verdict aside; in fact, the reasonable possibility of permanent consequences might even enhance the amount of a verdict.[206] But if the amount of the verdict is such that it could be justified only if the injury were permanent, and serious doubt is felt as to the fact of permanence, this doubt may be considered in passing upon the excessiveness of the verdict.[207]

paired, jawbone broken, epilepsy and death likely to follow. Sabine & E. T. Ry. *v.* Ewing, 7 Tex. Civ. App. 8, 26 S. W. 638.

$25,000, man of thirty-nine, intermittently suffers from pain in head, sleeps poorly, right side partially paralyzed, his voice useless, injuries probably permanent and will ultimately cause death. St. John *v.* Northern Pac. Ry. (Mont.), 111 Pac. 632.

The following verdicts were held excessive:

$30,000, paralysis of lower part of body, no control over functions. McKenzie *v.* North Coast Coll. Co., 55 Wash. 495, 104 Pac. 801, 28 L. R. A. (N. S.) 1244.

$25,000; reduced to $15,000. De Wardener *v.* Metropolitan St. Ry., 1 App. Div. 240, 37 N. Y. Supp. 133.

$15,000, permanent injury to leg; reduced to $8,000. Chapman *v.* Atlantic Ave. R. R., 14 Misc. 384, 35 N. Y. Supp. 1045.

$10,000, deformity of foot not seriously interfering with use; reduced to $5,000. Chicago, R. I. & G. Ry. *v.* Swan (Tex. Civ. App.), 130 S. W. 855.

[206] Where a serious injury may be permanent, the following verdicts have been upheld:

$400. Weber *v.* Creston, 75 Ia. 16, 39 N. W. 126.

$750. Jackson *v.* St. Paul City Ry., 74 Minn. 48, 76 N. W. 956.

$1,350. Young *v.* O'Brien, 36 Wash. 570, 79 Pac. 211.

$1,750. Carlson *v.* Great Northern Ry., 106 Minn. 254, 118 N. W. 832.

$2,000. Whiting *v.* Eagan, 189 N. Y. 587, 83 N. E. 1016.

$2,500. Calumet E. S. Ry. *v.* Jennings, 83 Ill. App. 616.

$3,000. Curtis *v.* Barber Asphalt Paving Co., 44 Wash. 334, 87 Pac. 345.

$3,000 (reduced from $4,000). Grisson *v.* Hofius, 39 Wash. 51, 80 Pac. 1002.

$4,000. The Little Silver, 189 Fed. 980.

$4,000. Bryant *v.* Omaha & C. B. R. & B. Co., 98 Ia. 483, 67 N. W. 392.

$4,000. Covington *v.* Diehl, 59 S. W. 492, 22 Ky. L. Rep. 955.

$6,000. St. Louis S. W. Ry. *v.* Gresham (Tex. Civ. App.), 140 S. W. 483.

$6,300. St. Louis & S. F. R. R. *v.* Richards, 23 Okla. 256, 102 Pac. 92, 23 L. R. A. (N. S.) 1032.

$9,000, tuberculosis which may be cured. Roenbeck *v.* Brooklyn Heights R. R., 123 App. Div. 606, 108 N. Y. Supp. 80.

$10,000. Missouri, K. & T. Ry. *v.* Cook, 12 Tex. Civ. App. 203, 33 S. W. 669.

[207] In the following cases the verdict was held excessive on account of doubts as to the permanence of the injury:

$15,000. Stevens *v.* New Jersey & H. R. Ry., 74 N. J. L. 237, 65 Atl. 874.

$12,500; reduced to $8,000. Morrison *v.* Northern Pac. Ry., 34 Wash. 70, 74 Pac. 1064.

$10,500. Illinois Cent. R. R. *v.* Houchins, 89 S. W. 530, 28 Ky. L. Rep. 499, 1 L. R. A. (N. S.) 375.

$10,000. Louisville Southern R. R.

§ 1365. Loss of service.

The estimation of the value of services lost contains many elements of uncertainty, and the jury has therefore great latitude in finding a pecuniary equivalent. This is especially true in the case of loss of service of a wife, where there can be no possible pecuniary test of the value of consortium and affection. Large verdicts have therefore been allowed to stand in such cases.[208] For loss of service of a minor child the possible range of compensation is not so great.[209]

v. Minogue, 14 S. W. 357, 12 Ky. L. Rep. 378.

$10,000. Louisville & N. R. R. *v.* Mattingly, 38 S. W. 686, 18 Ky. L. Rep. 823.

$10,000. Louisville & N. R. R. *v.* Reaume, 128 Ky. 90, 107 S. W. 290.

$9,000. Covington & C. B. Co. *v.* Goodnight, 60 S. W. 415, 22 Ky. L. Rep. 1242.

$9,000. Watson *v.* Brightwell, 82 S. W. 454, 28 Ky. L. Rep. 887.

$8,750. Cincinnati, N. O. & T. P. Ry. *v.* Richardson (Ky.), 140 S. W. 648.

$8,000. Southern Ry. *v.* Goodard, 97 S. W. 392, 30 Ky. L. Rep. 126.

$7,225. H. P. Phillips & Co. *v.* Pruitt, 82 S. W. 628, 26 Ky. L. Rep. 831.

$7,000. Houston & T. C. R. R. *v.* Bird (Tex. Civ. App.), 48 S. W. 756.

$5,000; reduced to $1,500. Kansas & T. C. Co. *v.* Reed, 1 Ind. Terr. 245, 40 S. W. 898.

$4,000. Bucher *v.* Wisconsin Cent. Ry., 139 Wis. 597, 120 N. W. 518.

$3,500; reduced to $1,000. Kedden *v.* Public Service Ry. (N. J. L.), 75 Atl. 179.

$3,100. Kennedy *v.* St. Paul City Ry., 59 Minn. 45, 60 N. W. 810.

$2,000. Belvidere City Ry. *v.* Bute, 128 Ill. App. 620.

[208] For loss of service of a wife the following verdicts have been upheld:

$25, loss of society of wife, who lived only a few hours after the injury. Chapman *v.* Pfarr, 145 Ia. 196, 132 N. W. 957.

$500. State *v.* Miller, 180 Fed. 796.

$600. El Paso El. Ry. *v.* Sierra (Tex. Civ. App.), 109 S. W. 986.

$700. The Little Silver, 189 Fed. 980.

$1,200. Birmingham R. L. & P. Co. *v.* Lavender, 158 Ala. 434, 47 So. 1026.

$1,800. Texas T. & T. Co. *v.* Scott (Tex. Civ. App.), 127 S. W. 587.

$2,500. Citizens' R. & L. Co. *v.* Johns, 52 Tex. Civ. App. 489, 116 S. W. 62.

$3,000. Allen *v.* Manhattan Ry., 17 N. Y. Supp. 187, 60 N. Y. Super. Ct. 230.

$3,500. Sherman S. & S. Ry. *v.* Eaves, 25 Tex. Civ. App. 409, 61 S. W. 550.

$4,571.75. Southern Pac. Co. *v.* Blake (Tex. Civ. App.), 128 S. W. 668.

$10,000. Cannon *v.* Brooklyn City R. R., 14 Misc. 400, 35 N. Y. Supp. 1039.

$16,000. International & G. N. R. R. *v.* Sandlin (Tex. Civ. App.), 122 S. W. 60.

The following verdicts have been held excessive:

$10,000. Indianapolis T. & T. Co. *v.* Menze, 173 Ind. 31, 88 N. E. 929.

$150. Pratt *v.* Greenwich & J. Ry., 57 App. Div. 628, 68 N. Y. Supp. 117.

[209] For the loss of service of a child the following verdicts have been upheld:

§ 1366. Civil Damage Act.

In some cases the damages awarded under the Civil Damage Act have been held excessive, as in Franklin *v.* Schermerhorn.[210] In this case the plaintiff's husband was a cripple, and could earn but little. He had a pension of $54 a quarter, became intoxicated and lost $50, and the jury gave the plaintiff $75. It was held to have been too large, and that the verdict should have been for $50. But in Roth *v.* Eppy,[211] where the plaintiff brought an action against defendant for sale and gift of liquors to her husband, whereby he became habitually intoxicated and then insane, it was held that $1,200 damages were not excessive for the injury to her means of support; and other large verdicts have been upheld.[212]

§ 1367. Damages for death.

Two elements enter into the assessment of damages for death, even when there is no statutory limit and such damages are based on general principles of compensation. In the first place, the actual or potential value of the life in itself is to be considered: the age, trade or profession, earning capacity, etc., of the deceased. In the second place, there is also to be taken into account the value of the life of the particular person; the relationship, the age, poverty, and dependence of

$300. Bredeson *v.* C. A. Smith Lumber Co., 91 Minn. 317, 97 N. W. 977.

$640. Chicago U. T. Co. *v.* Brody, 123 Ill. App. 331.

$825. Cincinnati N. & C. Ry. *v.* Cooke (Ky.), 121 S. W. 956.

$1,000. Johnson *v.* St. Paul & W. C. Co., 131 Wis. 627, 111 N. W. 722.

$1,800. Pittsburg, C., C. & S. L. Ry. *v.* Blum (Ky.), 125 S. W. 300.

$1,900. Texas & N. O. Ry. *v.* Wood (Tex. Civ. App.), 24 S. W. 569.

$2,000. Akersloot *v.* Second Ave. Ry., 56 Hun, 640, 8 N. Y. Supp. 926.

$3,000. Texas & N. O. R. R. *v.* McLeod (Tex. Civ. App.), 131 S. W. 311.

$3,250. Birmingham R. L. & P. Co. *v.* Chastain, 158 Ala. 421, 48 So. 85.

The following verdicts have been held excessive:

$5,000 (reduced from $7,000). Alabama G. S. R. R. *v.* Burgess, 119 Ala. 555, 25 So. 251.

$4,860; reduced to $3,000. McHugh *v.* Rhode Island Co., 29 R. I. 206, 69 Atl. 853.

$4,500. Hurt *v.* St. Louis, I. M. & S. Ry., 94 Mo. 255, 7 S. W. 1, 4 Am. St. Rep. 374.

[210] 8 Hun, 112.

[211] 80 Ill. 283.

[212] $1,000. Bennett *v.* Levi, 19 N. Y. Supp. 226, 46 N. Y. St. 754.

$4,500. Pilkins *v.* Hans, 87 Neb. 7, 126 N. W. 864.

On the other hand, in Lahey *v.* Crist, 130 Ill. App. 152, a verdict of $3,000 was held excessive, and reduced to $2,000.

the beneficiary, the disposition of the deceased to use his earnings for the latter's benefit, etc. The existence of these two diverse elements leads to unusual uncertainty in the amount of recovery. Thus in actions for the death of a man [213] of adult

[213] For the death of a man the following verdicts have been upheld:

$500, man of seventy, able to do light work. Chesapeake & O. Ry. *v.* Dupee, 67 S. W. 15, 23 Ky. L. Rep. 2349.

$600, man of seventy-one, able to earn more than living. Moore *v.* Keokuk & W. R. R., 89 Ia. 223, 56 N. W. 431.

$1,000, man of twenty-seven, not of good habits, earning money. Johnson *v.* Rochester Ry., 61 App. Div. 12, 70 N. Y. Supp. 113.

$1,100, unmarried man of thirty-five, salary of $1,800, assisted mother and sister. Chicago, R. I. & P. R. R. *v.* Young, 67 Neb. 568, 93 N. W. 922.

$1,324, son of twenty-one, only support of mother. De Puy *v.* Cook, 90 Hun, 43, 35 N. Y. Supp. 632.

$1,500, man of fifty, wife and four children, received fifty cents an hour. Boden *v.* Demwolf, 56 Fed. 846.

$1,500, man of forty-three, earning $150 a month. El Paso & S. W. R. R. *v.* Murtle, 108 S. W. 998, 49 Tex. Civ. App. 273.

$1,600, fireman, paid mother $25 a month. Chicago & E. R. R. *v.* Stephenson, 33 Ind. App. 95, 69 N. E. 270.

$2,000, unmarried man of thirty-two, contributed to support of parents. Grace & Hyde Co. *v.* Strong, 127 Ill. App. 336.

$2,000, vigorous man of thirty-five, earning $10 to $15 a week. Sipple *v.* Laclede Gaslight Co., 125 Mo. App. 81, 102 S. W. 608.

$2,000, unmarried man of twenty-one, earning $10 a week. Predmore *v.* Consumers' L. & P. Co., 99 App. Div. 551, 91 N. Y. Supp. 118.

$2,000, farmer of fifty-six, supporting wife and daughters. Choctaw O. & G. R. R. *v.* Baskins (Okla.), 93 Pac. 757.

$2,000, son with expectancy of thirty-six years, contributing $20 a month to support of mother. Gulf, C. & S. F. Ry. *v.* Royall, 18 Tex. Civ. App. 86, 43 S. W. 815.

$2,150, laborer. Chicago, B. & Q. R. R. *v.* Blank, 24 Ill. App. 438.

$2,391.50, man earning $35 a month and board, sent earnings to parents. Fordyce *v.* McCants, 55 Ark. 384, 18 S. W. 371.

$2,400, industrious man of twenty-one. Chicago, etc., R. R. *v.* Adler, 28 Ill. App. 102.

$2,500, deck hand of thirty-eight, devoting wages to three young children. Cheatham *v.* Red River Line, 56 Fed. 248.

$2,500. St. Louis, I. M. & S. R. R. *v.* McCain, 67 Ark. 377, 55 S. W. 165.

$2,500, watchman. Savannah, etc., R. R. *v.* Flannagan, 82 Ga. 579, 9 S. E. 471, 14 Am. St. Rep. 183.

$2,500, laborer in brewery. Consolidated Ice Machine Co. *v.* Kiefer, 26 Ill. App. 466.

$2,500, farmer of thirty-three. Thornton *v.* Maine S. A. Soc., 97 Me. 108, 53 Atl. 979.

$2,500, unmarried man of twenty-eight, no evidence ever helped father. Sieber *v.* Great Northern R. R., 76 Minn. 269, 79 N. W. 95.

$2,500, man of thirty-eight, comfortably provided for wife. Woxland *v.* Northwestern C. M. Co., 113 Minn. 440, 129 N. W. 856.

$2,500, unmarried man of twenty-one intended to take care of parents. Leque *v.* Madison G. & E. Co., 133 Wis. 547, 113 N. W. 946.

$2,700, laborer of twenty-six, sending

age the amount of verdicts upheld ranges from small to very

earnings to mother in Sweden. Swanson *v.* Oakes, 93 Minn. 404, 101 N. W. 949.

$3,000, single young man, sole support of mother and younger brothers, earning $40 to $50 a month. O'Callaghan *v.* Bode, 84 Cal. 489, 24 Pac. 269.

$3,000, man left widow and young child. Falender *v.* Blackwell, 39 Ind. App. 121, 79 N. E. 393.

$3,000, laborer, sole support of wife and three children. Potter *v.* St. Louis & S. F. R. R., 136 Mo. App. 125, 117 S. W. 593.

$3,000, unmarried man of twenty-six, earning $400 a year, never contributed to support of his relatives. Kane *v.* Mitchell Transportation Co., 90 Hun, 65, 35 N. Y. Supp. 581.

$3,000, laborer, earning $1.10 per day, parents dependent on him. Galveston H. & S. A. Ry. *v.* Arispe, 5 Tex. Civ. App. 611, 23 S. W. 928, 24 S. W. 33.

$3,250, coal miner leaving widow. Northern C. & C. Co. *v.* Allera, 46 Colo. 224, 104 Pac. 197.

$3,500, longshoreman of thirty-five, earning $60 a month. The Aurora, 178 Fed. 587.

$3,500 (reduced from $5,000), man of sixty-five, earning $3.50 to $4.00 a day, left a widow. Chicago, B. & Q. R. R. *v.* Sample, 138 Ill. App. 95, affirmed, Sample *v.* Chicago, B. & Q. R. R., 233 Ill. 564, 84 N. E. 643.

$3,500, by widow. Voelker *v.* Hill-O'Meara Construction Co., 153 Mo. App. 1, 131 S. W. 907.

$3,500, man of forty, hard worker. Conklin *v.* Tice, 48 Hun, 618, 1 N. Y. Supp. 803.

$3,500, man of 22½, action by mother. Missouri Pac. Ry. *v.* Henry, 75 Tex. 220, 12 S. W. 828.

$3,700, man of thirty-one, earning $50 to $60 a month, most contributed to plaintiff's support, serving short sentence for misdemeanor. Tillar *v.* Reynolds, 96 Ark. 358, 131 S. W. 959, 30 L. R. A. (N. S.) 1043.

$3,750, son of twenty-two, contributed $250 to $350 a year to mother's support, earning $1,000. McVeigh *v.* Minn. & R. R. Ry., 110 Minn. 184, 129 N. W. 852.

$3,800, section hand of thirty-three, making living for himself and family. Gulf, C. & S. L. Ry. *v.* Duvall, 12 Tex. Civ. App. 348, 35 S. W. 699.

$4,000, seaman of twenty-six, contributing $300 a year to wife and children. Nickerson *v.* Bigelow, 62 Fed. 900.

$4,000, healthy young man of twenty-four. Gould Const. Co. *v.* Childers, 129 Ky. 536, 112 S. W. 622.

$4,000, unmarried son, intended to support parents. Bright *v.* Barnett & Record Co., 88 Wis. 299, 60 N. W. 418.

$4,200, man of twenty-six, supported widowed mother. Texas & P. Ry. *v.* Lester, 75 Tex. 56, 12 S. W. 955.

$4,334.50, father of plaintiff, seventeen years old, who was being educated. Healy *v.* Hoy, 112 Minn. 138, 132 N. W. 208.

$4,500, brakeman of thirty-four, earning $60 to $75 a month, lived with mother and supported her. St. Louis & S. F. Ry. *v.* French, 56 Kan. 584, 44 Pac. 12.

$4,500, strong man of thirty-eight, provided comfortably for himself and wife. Woxland *v.* Northwestern C. M. Co., 113 Minn. 440, 129 N. W. 856.

$4,995, strong man of twenty-eight, earning $1.75 a day. Webb *v.* Denver & R. G. Ry., 7 Utah, 17, 26 Pac. 981.

$5,000, ship's cook of thirty-nine, earning $50 a month. *In re* Humboldt L. M. Assoc., 60 Fed. 428.

$5,000, man of fifty-two. Hall *v.* North Pass. C. R. R., 134 Fed. 309.

$5,000, industrious man of twenty-seven, earning $100 a month. South-

large; while on the other hand in a number of cases small

ern Pac. Co. *v.* Wilson, 10 Ari. 162, 85 Pac. 401.

$5,000, man of forty-six, widow and six children, to whom contributed $700 to $900 a year. St. Louis, I. M. & S. Ry. *v.* Raines (Ark.), 119 S. W. 665.

$5,000, laboring man earning $1.50 a day, leaving widow and two children. Wightman *v.* Waade, 54 Ill. App. 215, 226.

$5,000, industrious young man of twenty-two, attending college and earning $2 a day in vacations. Geo. B. Swift Co. *v.* Gaylord, 126 Ill. App. 281.

$5,000, industrious and healthy laborer, supporting wife and several children. Turck *v.* Chicago, 146 Ill. App. 472.

$5,000, postal clerk of fifty, earning $1,150 a year, leaving widow and two dependent sons. Malott *v.* Shimer, 153 Ind. 35, 54 N. E. 101, 74 Am. St. Rep. 278.

$5,000, industrious man of fifty-eight, earning $10.50 a week. Indianapolis T. & T. Co. *v.* Romans, 40 Ind. App. 184, 79 N. E. 1068.

$5,000, locomotive engineer of forty-one, earning $1,500 a year, leaving widow and dependent children. Pittsburg, C., C. & S. L. Ry. *v.* Sudhoff, 173 Ind. 314, 90 N. E. 467.

$5,000, brakeman of twenty-five, earning $55 a month. Lowe *v.* Chicago, S. P., M. & O. Ry., 89 Ia. 420, 56 N. W. 519.

$5,000, man of forty-nine, earning $8 a week. Louisville Water Co. *v.* Phillips, 28 Ky. L. Rep. 557, 89 S. W. 700.

$5,000, man of middle life, earning good wages, left wife and family. Bolinger *v.* St. Paul & D. R. R., 36 Minn. 418, 31 N. W. 856, 1 Am. St. Rep. 680.

$5,000, industrious man earning $2.25 a day, left wife and several children. Peterson *v.* Merchants' Elevator Co., 111 Minn. 105, 126 N. W. 534, 27 L. R. A. (N. S.) 816.

$5,000, steamboat engineer, plaintiff, his mother, dependent upon him, third trial. Erwin *v.* Neversink S. B. Co., 23 Hun, 573.

$5,000, healthy man of thirty-seven. Johnson *v.* Long Island R. R., 80 Hun, 306, 30 N. Y. Supp. 318.

$5,000, man of eighty-five. Underwood *v.* Old Colony St. Ry., 31 R. I. 253, 80 Atl. 390.

$5,000, healthy young man who had been supporting family, out of employment at time of death. San Antonio St. Ry. *v.* Renken, 15 Tex. Civ. App. 229, 38 S. W. 829.

$5,000, farmer of thirty-two, deaf-mute, supported family and helped aged mother. International & G. N. R. R. *v.* Munn, 46 Tex. Civ. App. 276, 102 S. W. 442.

$5,500, locomotive engineer of fifty-five, earning $1,200 a year. Western, & A. R. R. *v.* Hyer, 113 Ga. 776, 39 S. E. 447.

$5,500, man of thirty-three, earning $75 to $100 a month. Lake Shore & M. S. Ry. *v.* Hottman, 25 Oh. Cir. Ct. 140.

$6,000, man of twenty-four contributed to support of parents. Ill. Steel Co. *v.* Paige, 136 Ill. App. 410, affirmed, Paige *v.* Ill. Steel Co., 233 Ill. 313, 84 N. E. 239.

$6,000, industrious young man, principal support of mother and younger brothers. Casey *v.* Kelly-Atkinson Const. Co., 146 Ill. App. 551, affirmed, 240 Ill. 416, 88 N. E. 982.

$6,000, man of twenty-one, running milk wagon, supporting wife and child. Racine *v.* Erie R. R., 69 App. Div. 437, 74 N. Y. Supp. 977.

$6,000, man of twenty-five, earning $12 a week. Sembler *v.* Cowperthwait, 53 Misc. 28, 103 N. Y. Supp. 979.

$6,000, man of thirty-two, supporting wife and four children. Texas & P. Ry. *v.* Hudman, 8 Tex. Civ. App. 309, 28 S. W. 388.

$6,000, man of twenty-five, earning

verdicts have been set aside as excessive, though in most

$18 to $25 a week. Missouri, K. & T. Ry. *v.* Wall (Tex. Civ. App.), 110 S. W. 453.

$6,250, man of fifty-five, earning $500 to $1,200 a year. Paschall *v.* Owen, 77 Tex. 583, 14 S. W. 203.

$6,500, young man contributing $30 to $50 a month to mother and invalid sister. Little Rock & F. S. Ry. *v.* Voss (Ark.), 18 S. W. 172.

$6,908.98, industrious man earning $630 a year. Louisville & N. R. R. *v.* Graham, 98 Ky. 688, 34 S. W. 229, 17 Ky. L. Rep. 1229.

$7,000, shipmaster of thirty-five, earning $100 a month. *In re* Humboldt L. M. Assoc., 60 Fed. 428.

$7,000, industrious man of forty-six, saving money. Ryan *v.* Oshkosh G. L. Co., 138 Wis. 466, 120 N. W. 264.

$7,500, railroad engineer of twenty-five, earning $100 to $130 a month, and giving most of it to his mother. Baker *v.* Philadelphia & R. Ry., 149 Fed. 882.

$7,500, industrious man of fifty-two, drawing pension of $72 a month. St. Louis, I. M. & S. Ry. *v.* Maddry, 57 Ark. 306, 21 S. W. 472.

$7,500, section foreman of twenty-eight, leaving widow and four children. Mobile, J. & K. C. R. R. *v.* Hicks (Miss.), 46 So. 360.

$7,830, miner of forty earning $42 a month. Atchison, T. & S. F. R. R. *v.* Hughes, 55 Kan. 491, 40 Pac. 919.

$8,000, young man earning $2.20 a day. Hass *v.* Chicago, M. & S. P. Ry., 90 Ia. 259, 57 N. W. 894.

$8,000, brakeman of twenty-three. Louisville & N. R. R. *v.* Mulfinger, 80 S. W. 499, 26 Ky. L. Rep. 3.

$8,000, mail carrier of thirty-five, earning $50 a month. Louisville & N. R. R. *v.* Lucas, 98 S. W. 308, 99 S. W. 959, 30 Ky. L. Rep. 539.

$9,000, sober and industrious man of twenty-nine. Voelker *v.* Chicago, M. & S. P. Ry., 116 Fed. 867.

$9,000, station master of thirty-two, of good habits and business ability. Louisville & N. R. R. *v.* Scott, 108 Ky. 392, 56 S. W. 674, 22 Ky. L. Rep. 30, 50 L. R. A. 381.

$9,400, industrious young farmer, expectancy of life of thirty-eight years, earning $50 a month, left wife and infant child. Pittsburg, C., C. & S. L. Ry. *v.* Burton, 139 Ind. 357, 37 N. E. 150, 38 N. E. 594.

$9,500, man of thirty-two, in mail service, under civil service rules, earning $1,000 a year. Malott *v.* Central Trust Co., 168 Ind. 428, 79 N. E. 369.

$10,000, man of thirty-two, earning $1,500 a year. The Oceanic, 61 Fed. 338.

$10,000, healthy man with life expectancy of twenty-five years, contributing $800 a year to family. St. Louis, I. M. & S. Ry. *v.* Sweet, 60 Ark. 550, 31 S. W. 571.

$10,000 ($8,000 for widow and $2,000 for estate), brakeman of thirty-three, earning $60 a month. Warren & O. V. R. R. *v.* Waldrop (Ark.), 123 S. W. 792.

$10,000, strong man of twenty-two earning $90 a month. Pulaski G. L. Co. *v.* McClintock, 97 Ark. 318, 134 S. W. 1189, 32 L. R. A. (N. S.) 825.

$10,000, man of thirty-eight, earning $125 a month. Smith *v.* Chicago, P. & S. L. Ry., 143 Ill. App. 128, affirmed, 236 Ill. 369, 86 N. E. 150.

$10,000 for death of brakeman. Louisville & N. R. R. *v.* Brooks, 83 Ky. 129, 4 Am. St. Rep. 135.

$10,000, telegraph operator of sixty-one, earning $1,000 a year. Beecher *v.* Long Island R. R., 53 App. Div. 324, 65 N. Y. Supp. 642.

$10,000, brakeman of twenty-six, earning $650 a year, prospects of promotion. Douglass *v.* Northern Cent. Ry., 59 App. Div. 470, 69 N. Y. Supp. 370.

$10,000, man of thirty-five earning

of the decided cases a verdict for damages for death has

$1.25 a day. Missouri Pac. Ry. *v.* Lehmberg, 75 Tex. 61, 12 S. W. 104, 838.

$10,000 ($5,000 for widow, $5,000 for infant daughter), locomotive engineer earning $125 a month. St. Louis, A. & T. Ry. *v.* Johnston, 78 Tex. 536, 15 S. W. 104.

$10,000, engineer of twenty-five, earning $125 a month. Texas & P. Ry. *v.* Geiger, 79 Tex. 13, 15 S. W. 214.

$10,000, brakeman of forty, earning $75 a month, but qualified for higher position in railroad service. Texas & P. Ry. *v.* Robertson, 82 Tex. 657, 17 S. W. 1041, 27 Am. St. Rep. 929.

$10,000 ($5,000 for widow, $5,000 for minor son). Gulf, C. & S. F. Ry. *v.* Delaney, 22 Tex. Civ. App. 427, 55 S. W. 538.

$10,000 ($5,500 for widow, $1,500 each for three minor children), man of thirty-seven, earning $50 a month. Houston & T. C. R. R. *v.* Rutland, 45 Tex. Civ. App. 621, 101 S. W. 529.

$10,000, fireman of twenty-nine, earning $50 to $75 a month. St. Louis S. W. Ry. *v.* Holt (Tex. Civ. App.), 121 S. W. 581.

$11,000 ($5,000 to wife, $3,000 to each of two children), hostler of forty-seven, earning $60 a month. Tyler S. E. Ry. *v.* McMahon (Tex. Civ. App.), 34 S. W. 796.

$11,490, man of sixty-three, managing valuable estate. Chicago, R. I. & G. Ry. *v.* Trippett (Tex. Civ. App.), 111 S. W. 761.

$11,750, healthy industrious man of twenty-seven, earning $75 to $100 a month. Ft. Worth & R. G. Ry. *v.* Wilkinson, 50 Tex. Civ. App. 279, 110 S. W. 470.

$12,000, engineer of thirty-one, earning $1,300 to $1,500 a year. The Volund, 181 Fed. 643, 104 C. C. A. 373.

$12,000, manager of insurance company of thirty-four, salary $2,000. Stockton *v.* Pennsylvania R. R., 182 Fed. 282.

$12,000, railroad engineer, $125 to $175 a month. Vreeland *v.* Michigan Cent. R. R., 189 Fed. 495.

$12,000, man of twenty-six employed in hardware store at $75 a month. Hale *v.* San Bernardino V. T. Co., 156 Cal. 713, 106 Pac. 83.

$12,000, structural iron worker of twenty-nine, earning $4 a day. Conrad *v.* New York Cent. & H. R. R. R., 137 App. Div. 760, 121 N. Y. Supp. 774.

$12,958, man of thirty-five conducting profitable business. McCormick *v.* Rochester Ry., 133 App. Div. 760, 117 N. Y. Supp. 1110.

$13,500, conductor. Chesapeake & O. R. R. *v.* Judd, 106 Ky. 364, 50 S. W. 539, 20 Ky. L. Rep. 1978.

$14,000, man of thirty, earning $80 a month. Tyler S. E. Ry. *v.* Rasberry, 13 Tex. Civ. App. 185, 34 S. E. 794.

$14,000, man of thirty-one, earning $80 a month. Texas & P. Ry. *v.* Johnson, 48 Tex. Civ. App. 135, 106 S. W. 773.

$14,000, man in good health, earning $1,000 to $1,200 a year. Temple E. L. Co. *v.* Halliburton (Tex. Civ. App.), 136 S. W. 584.

$14,500, railroad brakeman of thirty, earning $40 a month. Louisville & A. R. R. *v.* Cox (Ky.), 125 S. W. 1056.

$14,500, head brakeman of thirty-six, earning $65 a month, wife and child dependent on him. Gulf, C. & S. F. Ry. *v.* Johnson, 10 Tex. Civ. App. 254, 31 S. W. 255.

$15,000, healthy young locomotive engineer earning $125 a month; third verdict. Southern Ry. *v.* Scanlon, 105 S. W. 152, 32 Ky. L. Rep. 38.

$15,000, physician of fifty, income of $2,000 a year. Ericius *v.* Brooklyn Heights R. R., 63 App. Div. 353, 71 N. Y. Supp. 596.

$15,000, stone-cutter of twenty-nine.

not been set aside as excessive unless it was a remarkably

East Line & R. R. Ry. *v.* Smith, 65 Tex. 167.

$15,000, head brakeman of thirty, earning $75 a month, supporting wife and young child. Ft. Worth & R. G. Ry. *v.* Kime, 21 Tex. Civ. App. 271, 51 S. W. 558.

$15,000 ($7,000 for wife, $4,000 each for two children), section foreman of fifty-four, earning $100 a month. Galveston, H. & S. A. Ry. *v.* Perry, 38 Tex. Civ. App. 81, 85 S. W. 62.

$15,000, bright industrious man of forty-one, earning $115 a month. Harris *v.* Puget Sound El. Ry., 52 Wash. 289, 100 Pac. 838.

$15,190, man of twenty-nine, earning $2,000 a year, leaving wife and infant child. St. Louis, I. M. & S. Ry. *v.* Cleere, 76 Ark. 377, 88 S. W. 995.

$16,000, engineer. San Antonio & A. P. Ry. *v.* Harding, 11 Tex. Civ. App. 497, 33 S. W. 373.

$16,000, industrious man of thirty-two, earning $70 to $110 a month, in line of promotion. Missouri, K. & T. Ry. *v.* McDuffey, 50 Tex. Civ. App. 202, 109 S. W. 1104.

$16,500, railroad employee of forty-three, earning $100 a month. Houston, E. & W. T. Ry. *v.* McHale, 47 Tex. Civ. App. 360, 105 S. W. 1149.

$17,000 ($7,000 for widow, $2,500 each for four children). Galveston, H. & S. A. Ry. *v.* Davis, 27 Tex. Civ. App. 279, 65 S. W. 217.

$17,500, railway engineer of forty-five, earning $150 to $200 a month. Gulf, C. & S. F. Ry. *v.* Boyce, 39 Tex. Civ. App. 195, 87 S. W. 395.

$20,000. Texas Loan Agency *v.* Fleming, 18 Tex. Civ. App. 668, 46 S. W. 63.

$20,000, section foreman earning $50 a month. International & G. N. R. R. *v.* McVey (Tex. Civ. App.), 81 S. W. 991.

$20,000, healthy man of thirty-three, earning $90 a month (formerly $140 a month), two young children. Texas & N. O. R. R. *v.* Walker (Tex. Civ. App.), 125 S. W. 99.

$20,000, engineer of fire department. Houston B. & T. Ry. *v.* O'Leary (Tex. Civ. App.), 136 S. W. 601.

$21,000, man of twenty-nine, earning $150 a month, leaving widow and minor children. Neary *v.* Northern Pac. Ry. (Mont.), 110 Pac. 226.

$22,000 ($10,000 for widow, $6,000 to each of two daughters), railroad lineman of fifty-three, earning $75 a month. Freeman *v.* McElroy (Tex. Civ. App.), 126 S. W. 657.

$25,000, successful business man of sixty-two, earning $5,000 a year. Sternfels *v.* Metropolitan St. Ry., 73 App. Div. 494, 77 N. Y. Supp. 309.

$25,000, man of thirty-eight, holding life position, salary $3,300, supporting wife and two children. Lane *v.* Brooklyn Heights R. R., 85 App. Div. 85, 82 N. Y. Supp. 1057.

$25,000 ($10,000 for widow, $7,500 for each of two young children), locomotive fireman of thirty-six, earning $80 to $100 a month, in line of promotion. Galveston, H. & S. A. Ry. *v.* Mitchell, 48 Tex. Civ. App. 381, 107 S. W. 374.

$25,000, locomotive engineer of thirty-one, earning $165 to $175 a month. Missouri, K. & T. Ry. *v.* Williams (Tex. Civ. App.), 117 S. W. 1043.

$25,000 ($7,000 for wife, $2,000 for mother, $8,000 for each of two children). International & G. N. R. R. *v.* White (Tex. Civ. App.), 120 S. W. 958.

$27,000, promoter of sixty-one, earning over $5,000 a year. Boyce *v.* New York C. Ry., 126 App. Div. 248, 110 N. Y. Supp. 393.

$30,000, musician of forty-six, earning $75 to $100 a month. Jucher *v.* Whitridge (App. Div.), 128 N. Y. Supp. 233.

$32,000, locomotive engineer of thirty-five, earning $150 to $225 a month, leaving wife and three minor

large one.[214] There is less variation between verdicts for other children. Houston & T. C. R. R. *v.* Davenport (Tex. Civ. App.), 110 S. W. 150.

$40,000, man of middle age, in good health, earning $10,000 a year. Cunningham *v.* Mutual Reserve Life Ins. Co., 125 App. Div. 688, 109 N. Y. Supp. 1070.

[214] For the death of a man the following verdicts have been held excessive:

$40,000; reduced to $15,000. Sergy *v.* Helena L. & R. Co. (Mont.), 102 Pac. 310.

$32,500; reduced to $25,000. Kansas City S. Ry. *v.* Henrie, 87 Ark. 443, 112 S. W. 967.

$27,306.12; reduced to $10,996.95. Scarpati *v.* Metropolitan St. Ry., 69 App. Div. 609, 74 N. Y. Supp. 499.

$25,000; reduced to $10,000. Dobyns *v.* Yazoo & M. V. R. R., 119 La. 72, 43 So. 934.

$25,000; reduced to $12,500. Cumberland T. & T. Co. *v.* Pitchford (Miss.), 30 So. 41.

$22,000; reduced to $15,000. Coolidge *v.* New York, 99 App. Div. 175, 90 N. Y. Supp. 1078.

$20,000; reduced to $15,000. O'Doherty *v.* Postal T. C. Co., 134 App. Div. 298, 118 N. Y. Supp. 871.

$20,000 ($10,000 for widow, $5,000 for each of two children). Galveston, H. & S. A. Ry. *v.* Miller (Tex. Civ. App.), 57 S. W. 702.

$20,000; reduced to $16,000. San Antonio & A. P. Ry. *v.* Waller, 27 Tex. Civ. App. 44, 65 S. W. 210.

$18,000; reduced to $12,000. Hoffman *v.* New York C. & H. R. R. R., 42 Misc. 579, 87 N. Y. Supp. 617.

$18,000. Gulf, C. & S. F. Ry. *v.* Johnson, 1 Tex. Civ. App. 103, 20 S. W. 1123.

$18,000 (reduced from $27,000); reduced to $12,000. Ohrstrom *v.* Tacoma (Wash.), 106 Pac. 629.

$17,545; reduced to $6,000. Duke *v.* St. Louis & S. F. R. R., 172 Fed. 684.

$17,000. Scofield *v.* Pennsylvania Co., 149 Fed. 601.

$15,000. Cooper *v.* New York O. & W. Ry., 25 App. Div. 383, 49 N. Y. Supp. 481.

$13,500; reduced to $8,000. Creamer *v.* Moran Bros. Co., 41 Wash. 636, 84 Pac. 592.

$12,000; reduced to $5,000. Lehman *v.* Louisiana R. W. Co., 37 La. Ann. 705.

$10,000; reduced to $6,000. Felt *v.* Puget Sound El. Ry., 175 Fed. 477.

$10,000; reduced to $4,826. Latchtimacker *v.* Jacksonville T. & W. Co., 181 Fed. 276.

$10,000; reduced to $8,000. St. Louis & N. A. Co. *v.* Mathis, 76 Ark. 185, 91 S. W. 763, 113 Am. St. Rep. 85.

$10,000; reduced to $5,000. Rose *v.* Des Moines V. R. R., 39 Ia. 246.

$10,000 sufficient. Stevens *v.* Union Ry., 176 N. Y. 607, 68 N. E. 1125, affirming 75 App. Div. 602, 78 N. Y. Supp. 624.

$10,000; reduced to $6,586.73. Stillings *v.* Metropolitan St. Ry., 84 App. Div. 201, 82 N. Y. Supp. 726.

$10,000 sufficient. Gorman *v.* Hand Brewing Co., 28 R. I. 180, 66 Atl. 209.

$10,000; reduced to $6,000. Vowell *v.* Issaquah Coal Co., 31 Wash. 103, 71 Pac. 725.

$9,395.95. McAdory *v.* Louisville & N. R. R., 94 Ala. 272, 10 So. 507.

$8,721; reduced to $5,000. O'Connor *v.* Union Ry., 67 App. Div. 99, 73 N. Y. Supp. 606.

$8,250; reduced to $6,000. Engvall *v.* Des Moines City Ry., 145 Ia. 560, 121 N. W. 12.

$8,000; reduced to $5,000. St. Louis, I. M. & S. Ry. *v.* Caraway, 77 Ark. 405, 91 S. W. 749.

$8,000. Harrison *v.* Sutter St. R. R., 116 Cal. 156, 47 Pac. 1079.

$8,000; reduced to $4,000. Atchison, T. & S. F. Ry. *v.* Van Belle, 26 Tex. Civ. App. 511, 64 S. W. 397.

deaths, as for instance in the case of death of an adult woman,[215]

$7,500. St. Louis, I. M. & S. Ry. *v.* Robbins, 57 Ark. 377, 21 S. W. 886.

$7,500; reduced to $2,000. Cline *v.* Crescent City Ry., 43 La. Ann. 327, 9 So. 122.

$7,500; reduced to $6,000. McFee *v.* Vicksburg R. R., 42 La. Ann. 790, 7 So. 720.

$7,000; reduced to $5,000. Springfield E. L. & P. Co. *v.* Calvert, 134 Ill. App. 285, affirmed, 231 Ill. 290, 83 N. E. 184.

$7,000. Missouri, K. & T. Ry. *v.* McLaughlin, 73 Kan. 248, 84 Pac. 989.

$7,000; reduced to $4,000. Geiger *v.* Worthen & A. Co., 66 N. J. L. 576, 49 Atl. 918.

$6,000; reduced to $2,000. Chicago, B. & Q. R. R. *v.* Weber, 121 Ill. App. 455.

$6,000; reduced to $3,000. Mexican Nat. R. R. *v.* Finch, 8 Tex. Civ. App. 409, 27 S. W. 1028.

$5,000; reduced to $1,500. Lindstrom *v.* International Nav. Co., 117 Fed. 170.

$5,000. Denver & R. G. R. R. *v.* Spencer, 27 Colo. 313, 61 Pac. 606, 51 L. R. A. 121.

$5,000. Leiter *v.* Kinnare, 68 Ill. App. 558.

$5,000; reduced to $1,500. Faulkenau *v.* Rowland, 70 Ill. App. 20.

$5,000. Klemm *v.* New York C. & H. R. R. R., 78 Hun, 277, 28 N. Y. Supp. 861.

$4,500; reduced to $2,500. Hackett *v.* Wisconsin Cent. Ry., 141 Wis. 464, 124 N. W. 1018.

$4,000; reduced to $1,000. Howey *v.* New England Nav. Co., 83 Conn. 278, 76 Atl. 469.

$4,000. Chicago & E. I. R. R. *v.* Vestor (Ind. App.), 93 N. E. 1039.

$4,000. Memphis St. Ry. *v.* Berry, 118 Tenn. 581, 102 S. W. 85.

$4,000. Rudiger *v.* Chicago, S. P. M. & O. Ry., 101 Wis. 292, 77 N. W. 169.

$3,600 sufficient. Garbaccia *v.* Jersey City H. & P. Ry. (N. J. L.), 53 Atl. 707.

$3,500; reduced to $2,500. Hirschkovitz *v.* Pennsylvania R. R., 138 Fed. 438.

$3,500; reduced to $2,000. Swanson *v.* Union Stock Yard Co. (Neb.), 131 N. W. 594.

$3,500; reduced to $1,500. Innes *v.* Milwaukee, 103 Wis. 582, 79 N. W. 783.

$3,000. Wagner *v.* H. Clausen & Son B. Co. (App. Div.), 130 N. Y. Supp. 584.

$2,500; reduced to $1,650. Louisville & N. R. R. *v.* Trammell, 93 Ala. 350, 9 So. 870.

$2,500. Bond Hill *v.* Atkinson, 16 Ohio Cir. Ct. 470, 9 Oh. Cir. Dec. 185.

$2,000; reduced to $750. McKay *v.* New England Dredging Co., 92 Me. 454, 43 Atl. 29.

$1,750. Serenson *v.* Northern Pac. R. R., 45 Fed. 407.

$1,600. Conley *v.* Maine Cent. R. R., 95 Me. 149, 49 Atl. 668.

$1,500. Chicago Terminal Transfer R. R. *v.* Helberg, 99 Ill. App. 563.

$1,500. Cherokee, etc., Coal, etc., Co. *v.* Limb, 47 Kan. 469, 29 Pac. 181.

$1,500; reduced to $500. International & G. N. Ry. *v.* Jones (Tex. Civ. App.), 60 S. W. 978.

$1,500; reduced to $1,000. Rombough *v.* Balch, 27 Ont. App. 32, 44.

$1,200; reduced (by plaintiff) to $1,000. Central R. R. *v.* Crosby, 74 Ga. 737, 58 Am. Rep. 463.

$500. San Antonio & A. P. Ry. Engelhorn (Tex. Civ. App.), 62 S. W. 561.

[215] For the death of a woman the following verdicts have been upheld:

$800, woman of sixty-eight, helped in household work, supported by children. Phalen *v.* Rochester Ry., 31 App. Div. 448, 52 N. Y. Supp. 836.

$1,000, feeble woman of seventy-one. Chicago *v.* Kimball, 18 Ill. App. 240.

of a girl between seven and twenty-one,[216] or of a boy of the

$1,000, strong widow of seventy-three without dependent children. Wabash *v.* Carver, 129 Ind. 552, 29 N. E. 25, 13 L. R. A. 851.

$1,400, by surviving husband and children. Redfield *v.* Oakland Consol. St. R. R., 110 Cal. 277, 42 Pac. 822.

$1,500, widow of seventy-two, living with children and working. Walls v. Rochester Ry., 92 Hun, 581, 36 N. Y. Supp. 1102.

$2,500, woman of fifty-nine, partly supporting her husband. Chicago & A. Ry. *v.* Wilson, 128 Ill. App. 88, affirmed 225 Ill. 50, 80 N. E. 56.

$3,000, widow of forty-six, living with three adult sons. Chicago, etc., R. R. *v.* Ptacek, 62 Ill. App. 375.

$3,000, widow of sixty, only support of plaintiff, her father, eighty-two years old. Purcell *v.* Lauer, 14 App. Div. 33, 43 N. Y. Supp. 988, 4 N. Y. Annot. Cas. 129.

$3,500, married woman of thirty-eight, well educated, assisting husband. Fisher *v.* Waupaca E. L. & R. Co., 141 Wis. 515, 124 N. W. 1005.

$4,000, married woman of twenty-three, earning $400 per year. Denver & R. G. R. R. *v.* Gunning, 33 Colo. 280, 80 Pac. 727.

$4,000, daughter of thirty-six, contributing over $300 a year. Bowles *v.* Rome, W. & O. R. R., 46 Hun, 324.

$4,500, mother of sixty-two, contributing to support of children. San Antonio & A. P. Ry. *v.* Long (Tex. Civ. App.), 26 S. W. 114.

$5,000, woman of sixty-three, leaving husband and unmarried daughter. Lyons *v.* Second Ave. R. R., 89 Hun, 374, 35 N. Y. Supp. 372, 2 N. Y. Annot. Cas. 402.

$6,141, daughter, who partly supported father. Savannah Electric Co. *v.* Bell, 124 Ga. 663, 53 S. E. 109.

$10,000, married woman of thirty-one. Norfolk & W. Ry. *v.* Munsell, 109 Va. 417, 64 S. E. 50.

The following verdicts were held excessive:

$10,000, woman of forty-nine, leaving husband and two sons, reduced to $7,000. Smith *v.* Lehigh V. R. R., 61 App. Div. 46, 69 N. Y. Supp. 1112.

$8,000, wife and infant, reduced to $5,000. Sherman *v.* Western Stage Co., 24 Ia. 515.

$7,500, woman of sixty-three. Medinger *v.* Brooklyn Heights R. R., 6 App. Div. 42, 39 N. Y. Supp. 613.

$7,000, wife of fifty-six, contributing to support of plaintiffs. Nelson *v.* Lake Shore & M. S. Ry., 104 Mich. 582, 62 N. W. 993.

$5,000, sister of forty-five, kept house for brother; reduced to $2,500, Rafferty *v.* Erie R. R., 66 N. J. L. 444, 49 Atl. 456.

$4,140, single woman of twenty-seven, gave parents $75 per year. Armour *v.* Czischki, 59 Ill. App. 17.

$4,000, wife of twenty. Mitchell *v.* New York C. R. R., 2 Hun, 535.

$3,500, widow of fifty, three adult children. McIntyre *v.* New York C. R. R., 47 Barb. 515, 1 N. Y. 287.

$2,750, married daughter contributing $2.50 a week to plaintiff, her mother. Indianapolis Commercial Club *v.* Hilliker, 20 Ind. App. 239, 50 N. E. 578.

$1,000, woman of fifty-nine, no facts as to pecuniary loss shown. St. Louis & S. F. R. R. *v.* Blinn, 10 Kan. App. 468, 62 Pac. 427.

[216] For the death of a girl from seven to twenty-one the following verdicts have been upheld:

$2,000, sixteen year old girl, action by divorced mother. Wiltse *v.* Tilden, 77 Wis. 152, 46 N. W. 234.

$3,750, girl of fourteen. Werner *v.* Brooklyn E. R. R., 11 App. Div. 86, 42 N. Y. Supp. 846.

$5,000, bright girl of twelve, proficient in music and needle work. Chi-

same age.[217] In the case of an infant another element of un-

cago G. W. R. R. *v.* Root, 106 Ill. App. 164.

$12,500, girl fifteen and one-half years old, stenographer, had position for two months, earning twenty-five dollars a month and salary had been increased. Chesapeake & O. Ry. *v.* Ward (Ky.), 141 S. W. 72.

The following verdicts have been held excessive:

$9,500, girl of twenty, music teacher, helped parents; reduced to $5,000. Kellogg *v.* Albany & H. R. & P. Co., 72 App. Div. 321, 76 N. Y. Supp. 85, 11 N. Y. Annot. Cas. 50.

$6,000, girl of nineteen; reduced to $4,000. Seeley *v.* New York Cent. & H. R. R. R., 8 App. Div. 402, 40 N. Y. Supp. 866.

$5,000, girl of seventeen, earning money but not shown to be contributing to family. Chicago, etc., R. R. *v.* Adamick, 33 Ill. App. 412.

$4,000, girl sixteen years old, took care of her father's house, mother dead, father a laborer, fifty-five years of age; reduced to $2,500. Dinnihan *v.* Lake Ontario Beach Imp. Co., 8 App. Div. 509, 40 N. Y. Supp. 764.

$3,500, for girl of eight; reduced to $2,500. Wells *v.* New York C. & H. R. R. R., 78 App. Div. 1, 78 N. Y. Supp. 991.

[217] For the death of a boy between seven and twenty-one the following verdicts have been upheld:

$250, boy of eleven. Snyder *v.* Lake Shore & M. S. Ry., 131 Mich. 418, 91 N. W. 643.

$500, bright boy of seven, St. Louis, etc., R. R. *v.* Dawson, 68 Ark. 1, 56 S. W. 46.

$700, boy of nineteen. State *v.* Miller, 180 Fed. 796.

£150, boy of fourteen. Bourke *v.* Cork & M. Ry., 4 L. R. Ire. 682.

$900, boy of fifteen. The Charlotte, 124 Fed. 989.

$1,000, boy of twelve. New York, etc., R. R. *v.* Mushbrush, 11 Ind. App. 192, 37 N. E. 954.

$1,000, boy of seven. Indianapolis T. & T. Co. *v.* Beckman, 40 Ind. App. 100, 81 N. E. 82.

$1,000, boy of seventeen. Youngquist *v.* Minneapolis St. Ry., 102 Minn. 501, 114 N. W. 259.

$1,100, boy of thirteen. Citizens' St. R. R. *v.* Lowe, 12 Ind. App. 47, 39 N. E. 165.

$1,525, boy of seven. Omaha *v.* Bowman, 63 Neb. 333, 88 N. W. 521.

$1,600, boy of eighteen. The Charlotte, 124 Fed. 989.

$1,660, boy of eighteen and one-half. Dando *v.* Home Telephone Co., 140 Mo. App. 511, 120 S. W. 644.

$1,700, boy of sixteen. Thompson *v.* Johnston Bros. Co., 86 Wis. 576, 57 N. W. 298, 26 L. R. A. 524.

$1,846.46, boy of fifteen, earning four dollars a week. Franke *v.* St. Louis, 110 Mo. 516, 19 S. W. 938.

$2,400, boy of fourteen. Post *v.* Olmsted, 47 Neb. 893, 66 N. W. 828.

$2,500, boy of twenty, earning money, had expressed intention to support mother. Memphis D. & G. Ry. *v.* Buckley (Ark.), 138 S. W. 965.

$2,500, boy of seventeen, earning $1.30 per day. Illinois Cent. R. R. *v.* Gilbert, 51 Ill. App. 404.

$2,850, boy of ten. Omaha *v.* Richards, 49 Neb. 244, 68 N. W. 521.

$3,000, boy of nineteen, earning $2.50 a day. Chicago & E. R. R. *v.* Branyan, 10 Ind. App. 570, 586, 37 N. E. 190.

$3,000 (reduced from $3,500), child of eight. Farrell *v.* Chicago, R. I. & P. R. R., 123 Iowa, 690, 99 N. W. 578.

$3,000, boy of eleven. Union Pac. R. R. *v.* Dunden, 37 Kan. 1, 14 Pac. 501.

$3,100, boy of seven. Heinz *v.* Brooklyn Heights R. R., 91 Hun, 640, 36 N. Y. Supp. 675.

certainty is furnished by the fact that the parent is obliged to

$3,500, boy of twelve, earning $20 a month. Lee *v.* Publishers: Knapp & Co., 155 Mo. 610, 56 S. W. 458.

$3,500, boy of seven and one-half. St. Louis, S. F. & T. Ry. *v.* Bolen (Tex. Civ. App.), 129 S. W. 860.

$3,500, boy of eighteen. Hayes *v.* Chicago, M. & St. P. Ry., 131 Wis. 399, 111 N. W. 471.

$3,750, boy of seven. Taylor B. & H. R. R. *v.* Warner (Tex. Civ. App.), 60 S. W. 442.

$4,000, boy of seven. Golden *v.* Spokane & I. E. R. R. (Ida.), 118 Pac. 1076.

$4,000, boy of sixteen, expensively educated, law student. Atchison, T. & S. F. R. R. *v.* Fajardo, 74 Kan. 314, 86 Pac. 301, 6 L. R. A. (N. S.) 681.

$5,000, boy of sixteen, clerk in grocery store. Nelson *v.* Brandford Lighting, etc., Co., 75 Conn. 548, 54 Atl. 303.

$5,000, boy of seven. Cicero & P. St. R. R. *v.* Boyd, 95 Ill. App. 510.

$5,000, boy of fourteen. Illinois Cent. R. R. *v.* Johnson, 123 Ill. App. 300.

$5,000, boy of fifteen, earning $350 to $500 a year, giving his earnings to his mother. Commerce C. O. Co. *v.* Camp (Tex. Civ. App.), 129 S. W. 852.

$7,500, boy of sixteen. Morris *v.* Metropolitan St. Ry., 63 App. Div. 78, 71 N. Y. Supp. 321.

$12,000, for two children of six and ten. Cherry *v.* Louisiana & A. Ry., 121 La. 471, 46 So. 596, 17 L. R. A. (N. S.) 505.

The following verdicts were held excessive:

$18,000, boy of nine. Illinois Cent. R. R. *v.* Watson, 117 Ky. 374, 78 S. W. 175, 25 Ky. L. Rep. 1360.

$12,000, boy of twelve; reduced to $7,500. McDonald *v.* Metropolitan St. R. R., 36 Misc. 703, 74 N. Y. Supp. 367.

$8,000, boy of eight. Vicksburg *v.* McLain, 67 Miss. 4, 6 So. 774.

$7,487, boy of fourteen; reduced to $2,500. McDonald *v.* Champion I. & S. Co., 140 Mich. 401, 103 N. W. 829.

$6,000, boy of eight and one-half; reduced to $3,000. Schaffer *v.* Baker Transfer Co., 29 App. Div. 459, 51 N. Y. Supp. 1092.

$5,126, boy of twelve; reduced to $2,000. Rowe *v.* New York & N. J. T. Co., 66 N. J. L. 19, 48 Atl. 523.

$5,000, boy of ten. North Chicago St. R. R. *v.* Wrixon, 51 Ill. App. 307.

$5,000; reduced to $2,000. Jackson *v.* Consolidated Traction Co., 59 N. J. L. 25, 35 Atl. 754.

$5,000, boy of seven; reduced to $3,000. Riley *v.* Salt Lake R. T. Co., 10 Utah, 428, 37 Pac. 681.

$4,500, boy of seventeen, contributed not more than $90 a year. Kerling *v.* G. W. Van Dusen & Co., 108 Minn. 51, 124 N. W. 235.

$3,000, boy of nineteen; reduced to $2,000. Barnes *v.* Columbia Lead Co., 107 Mo. App. 608, 82 S. W. 203.

$3,000, boy of sixteen, not likely to earn more than $20 a month during minority; reduced to $1,500. May *v.* West Jersey & S. R. R., 62 N. J. L. 67, 42 Atl. 165.

$2,500, boy of thirteen, plaintiff, father, had abandoned family, boy earned fifty cents a day. Cook *v.* American E. C. & S. G. Co., 70 N. J. L. 65, 56 Atl. 114.

$2,118, boy of nineteen; reduced to $1,500. Stumbo *v.* Duluth Zinc Co., 100 Mo. App. 635, 75 S. W. 185.

$1,050, boy of fourteen. Telfer *v.* Northern R. R., 1 Vr. (29 N. J. L.) 188.

$900, boy of ten, father had not been heard from for five years, no other relatives; reduced to $500. Grieve *v.* North Jersey St. Ry., 65 N. J. L. 409, 47 Atl. 427.

support the child during his minority, and the excess of the probable earning power of the child over the cost of his support is problematical.[218]

[218] For the death of an infant under seven the following verdicts have been upheld:

$299.71 each, children of one and three years. Chapman *v.* Pfarr, 145 Ia. 196, 132 N. W. 957.

$375, girl of three and one-half. Reger *v.* Rochester R. R., 2 App. Div. 5, 37 N. Y. Supp. 520.

$1,500, child of twenty-one months. Chicago & A. R. R. *v.* Logue, 58 Ill. App. 142.

$1,578, child of six. Hoon *v.* Beaver Valley Traction Co., 204 Pa. 369, 54 Atl. 270.

$2,000, child under five. York *v.* Pacific & I. N. Ry., 8 Ida. 574, 69 Pac. 1042.

$2,000 (reduced from $3,750), child of three. Chicago, etc., R. R. *v.* Des Lauriers, 40 Ill. App. 654.

$2,000, girl of five. Huerzeler *v.* Central C. T. R. R., 1 Misc. 136, 20 N. Y. Supp. 676.

$2,000, child of four. Moskovitz *v.* Lighte, 68 Hun, 102, 22 N. Y. Supp. 732.

$2,000, boy of eighteen months. Houston City St. Ry. *v.* Sciacca, 80 Tex. 350, 16 S. W. 31.

$2,300, boy of six. Strutzel *v.* St. Paul City Ry., 47 Minn. 543, 50 N. W. 690.

$2,750, child under six. Gray *v.* St. Paul City Ry., 87 Minn. 280, 91 N. W. 1106.

$3,500, boy of six, only child of widowed mother. San Antonio St. Ry. *v.* Watzlavzick (Tex. Civ. App.), 28 S. W. 115.

$4,800, boy over four. De Amado *v.* Friedman (Ari.), 89 Pac. 588.

$5,000, boy of six. Chicago City Ry. *v.* Strong, 129 Ill. App. 511, affirmed, 230 Ill. 58, 82 N. E. 335.

$5,500, child of two. Galveston, H. & N. Ry. *v.* Olds (Tex. Civ. App.), 112 S. W. 787.

$6,000, boy of two. Austin R. T. Ry. *v.* Cullen (Tex. Civ. App.), 29 S. W. 256.

In Chicago City Ry. *v.* Strong, 129 Ill. App. 511, the court used the following language: "He was an American youth and every ambition of life was open to him, and fame and distinction and high place in this free republic were not barred to him. The country's history is replete with names which shine luminous upon the screen of fame, who climb into the giddy heights of prominence and usefulness as the labor of patriotic endeavor, from as humble a station in life as that to which the deceased was born. What comfort and financial support he might have been to his next of kin, we can never know. What sorrow or charge upon them he might have come is equally denied." This line of thought seems to indicate that other considerations than those of mere pecuniary loss are allowed to govern the amount of recovery.

The following verdicts were held excessive:

$20,000, child of two. Morgan *v.* Southern Pac. Co., 95 Cal. 510, 30 Pac. 603, 29 Am. St. Rep. 143, 17 L. R. A. 71.

$10,500, child under four. Louisville & N. R. R. *v.* Creighton, 50 S. W. 227, 20 Ky. L. Rep. 1691, 1898.

$6,000, child of four and one-half. Fox *v.* Oakland Consol. St. R. R., 118 Cal. 55, 50 Pac. 25, 62 Am. St. Rep. 216.

$5,000, boy of four. Graham *v.* Consolidated Trac. Co., 64 N. J. L. 10, 44 Atl. 964, 65 N. J. L. 539, 47 Atl. 453.

$4,000, boy of four; reduced to $3,000. Hively *v.* Webster County, 117 Ia. 672, 91 N. W. 1041.

§ 1368. Inadequate damages.

The forbearance of the court to interfere with the jury is so great that, in actions of tort, the general rule was once said to be, that a new trial will not be granted for smallness of damages.[219] And it is still true that a new trial will not ordinarily be granted for this reason, especially where there is no pecuniary standard for the estimate of damages, as where they are given for pain and suffering; [220] because juries seldom underestimate the amount of damages.[221] So clearly is this felt to be the case, that courts are sometimes forbidden by statute to set aside verdicts in personal injury cases on the ground of inadequacy.[222]

But while this is generally true, it is now well settled that if the jury so far disregard the justice of the case as to give no damages at all where some redress is clearly due, the court will interpose.[223] So where, in case for negligence, for defendant's servant driving against the plaintiff, it appeared that the plaintiff's thigh was broken, and considerable expense incurred for surgical treatment; the plaintiff obtained a verdict,

$3,500, girl under four. West Chicago St. R. R. *v.* Scanlan, 68 Ill. App. 626.

$3,000 (reduced from $5,000) child of 6½. Gunderson *v.* Northwestern Elevator Co., 47 Minn. 161, 49 N. W. 694.

$2,000, girl of five; reduced to $1,000. Fleming *v.* Lobel (N. J. L.), 59 Atl. 27.

$1,500, boy of four and one-half. Lehman *v.* Brooklyn, 29 Barb. 234.

[219] Lord Townsend *v.* Hughes, 2 Mod. 150; Mauricet *v.* Brecknock, 2 Doug. 509; Hayward *v.* Newton, 2 Strange, 940; Barker *v.* Dixie, 2 Strange, 1051; 21 Vin. Abr. 486, Trial Y, g.; Lord Gower *v.* Heath, Barnes' Notes, 445; Regina *v.* Justices of West Riding, 1 Q. B. 624, 631; Hayward *v.* Newton, 2 Str. 940; Kelly *v.* Sherlock, L. R. 1 Q. B. 686; Howard *v.* Barnard, 11 C. B. 653 (in which case the point was considered that the jury had not been influenced by improper motives); Apps *v.* Day, 14 C. B. 112; Bradlaugh *v.* Edwards, 11 C. B. (N. S.) 377; Kennedy *v.* Way, 7 West. L. J. 414. And this was held especially true when the judge at Nisi Prius was satisfied with the verdict. Gibbs *v.* Tunaley, 1 C. B. 640.

[220] Lufkin *v.* Hitchcock (Mass.), 80 N. E. 456.

[221] Bolles *v.* Bloomington & N. R. E. & H. Co., 130 Ill. App. 263.

[222] *Kentucky* (for pain): Netter *v.* Louisville Ry., 134 Ky. 678, 121 S. W. 636.

Nebraska: O'Reilly *v.* Hoover, 70 Neb. 357, 97 N. W. 470; Langdon *v.* Clarke, 73 Neb. 516, 103 N. W. 62.

[223] *Connecticut:* Nicholson *v.* N. Y. & N. H. R. R., 22 Conn. 74, 56 Am. Dec. 390.

New York: Clapp *v.* Hudson River R. R., 19 Barb. 461 (*semble*).

England: Rendall *v.* Hayward, 5 Bing. (N. S.) 424.

damages *one farthing;* a new trial was granted on payment of costs; and Lord Denman said: "A new trial on a mere difference of opinion as to amount, may not be grantable; but *here* are no damages at all." [224] And it is now settled that a verdict will be set aside as inadequate for the same reasons that justify setting a verdict aside if excessive.[225]

If the entire injury is pecuniary, and the verdict is for less than the undisputed pecuniary loss, the verdict will be set aside as inadequate. So on a taking of land where damage was undisputed a verdict of six cents would be set aside as inadequate; [226] and for breach of a contract to sell, a verdict for $100 was set aside where the undisputed evidence showed a much greater pecuniary damage.[227] So, in trespass, where the jury had not given the entire value of the property taken, the verdict was not allowed to stand.[228] And in an action brought by a seller against a purchaser, to recover damages for not accepting and paying for the goods sold, the judge set aside the verdict for the plaintiff, because, although a verdict for the defendants would not have been disturbed, the damages found by the jury were less than any of the evidence in the case justified, if there were any recovery whatever.[229] In

[224] Armytage *v.* Haley, 4 Q. B. 917. See, also, Cook *v.* Beal, 1 Ld. Raym. 176; s. c. 3 Salk. 115; Brown *v.* Seymour, 1 Wils. 5; Austin *v.* Hilliers, Hard, 408.

[225] *Florida:* Duncan *v.* Jackson, 16 Fla. 338.

Georgia: Anglin *v.* Columbus, 128 Ga. 469, 57 S. E. 780.

Illinois: Kilmer *v.* Parrish, 144 Ill. App. 270.

Iowa: Tathwell *v.* Cedar Rapids, 122 Ia. 50, 97 N. W. 96.

Louisiana: Sullivan *v.* Vicksburg, S. & P. R. R., 39 La. Ann. 800, 4 Am. St. Rep. 239, 2 So. 586; Caldwell *v.* Vicksburg, S. & P. R. R., 41 La. Ann. 624, 61 So. 217.

Minnesota: Marsh *v.* Minneapolis B. Co., 92 Minn. 182, 99 N. W. 630.

Missouri: Watson *v.* Harmon, 85 Mo. 443; Pritchard *v.* Hewitt, 91 Mo. 547, 4 S. W. 437, 60 Am. Rep. 265.

New Jersey: Wilson *v.* Morgan, 58 N. J. L. 426, 34 Atl. 752.

New York: Brown *v.* Foster, 1 App. Div. 578, 37 N. Y. Supp. 502.

Wisconsin: Robinson *v.* Waupaca, 77 Wis. 544, 46 N. W. 809.

Ireland: Beattie *v.* Moore, L. R. 2 Ire. 28, 31.

[226] *In re* Brooklyn U. E. R. R., 95 App. Div. 108, 88 N. Y. Supp. 426.

[227] Daniel *v.* Allen, 149 Ill. App. 351.

[228] Porteous *v.* Hazel, Harp. (S. C.) 332. So in case of wrongful use of a horse and wagon, where only nominal damages were given. Gardner *v.* Baer, 26 Misc. 181, 56 N. Y. Supp. 1096.

[229] McDonald *v.* Walter, 40 N. Y. 551. So in case of personal injury. Saperstone *v.* Rochester Ry., 25 App. Div. 285, 49 N. Y. Supp. 486. So in case of injury to property. Kerr *v.* Union Ry., 20 Misc. 171, 45 N. Y. Supp. 819.

Wilson *v.* Hicks,[230] an action on contract, this power was exercised conditionally upon the plaintiff's relinquishing the costs of the first trial.

This right will be enforced, particularly in those cases in which the smallness of the verdict shows that the jury have made a compromise.[231] In cases of insufficient damages, the verdict should not be annulled if the defendant will consent to an increase of the amount of damages,[232] and the court can sometimes indicate the sum by which the verdict should be increased. Thus in Alloway *v.* Nashville,[233] where the jury erred in omitting interest, the interest was added by the court without ordering a new trial. In Howard *v.* Barnard [234] the court said, that if there is no reason to suppose that the jury was actuated by improper motives, or if another verdict would probably be so small that a new trial would not be worth while in view of the additional costs, the verdict will be upheld. The most important case upon this subject is Phillips *v.* South West Railway.[235] The action was brought to recover damages for personal injuries sustained on the defendant's railway. The plaintiff was a physician, receiving an income of £5,000 a year from his practice. He was permanently disabled, mentally and physically, and had already been unable to exercise his profession for sixteen months. It was also shown that his life had undoubtedly been shortened. A verdict for £7,000 was set aside, and a new trial awarded, upon the ground that the damages were inadequate. On a second trial the plaintiff recovered £16,000, and this was held not to be excessive.[236]

§ 1369. Failure to allow damages where compensation should be given.

Where the jury fail altogether to allow damages in cases where the plaintiff is by law entitled to compensation, the verdict will be set aside. Thus where an action is brought for serious personal injuries, a verdict for nominal damages will

[230] 26 L. J. Ex. 242.

[231] Falvey *v.* Standford, L. R. 10 Q. B. 54; although, in Richards *v.* Rose, 9 Ex. 218, this rule was doubted.

[232] Richards *v.* Sandford, 2 E. D. Smith, 349.

[233] 8S Tenn. 510.

[234] 11 C. B. 653.

[235] 5 Q. B. D. 78.

[236] Phillips *v.* London & S. W. Ry., 5 C. P. D. 280.

be set aside.[237] A verdict which does no more than cover the necessary surgical expenses, will receive the same treatment;[238] *a fortiori* when it is even less than the actual expenses.[239] So in other actions, where the existence of some damage is sufficiently proved to justify recovery of a substantial amount, a verdict for nominal damages will be set aside as inadequate.[240]

§ 1370. What damages are inadequate; torts in general.

It remains to consider what verdicts have actually been passed upon by the courts and held inadequate and not inadequate. It has already been pointed out that the court is much less free in holding a verdict inadequate than in holding it excessive, and the number of cases in which such verdicts have been considered by the courts is comparatively small; yet there are enough recent decisions to give a somewhat definite idea of the way in which courts act. Thus verdicts have been considered from the point of view of inadequacy in actions for false imprisonment,[241] malicious prosecution,[242] and slan-

[237] *New York:* Robbins *v.* Hudson River R. R., 7 Bosw. 1; Sloane *v.* McCauley, 33 Misc. 652, 68 N. Y. Supp. 187; Lerner *v.* Cohen, 116 N. Y. Supp. 567.

Texas: Canthen *v.* Breyer (Tex. Civ. App.), 131 S. W. 853.

Ireland: Beattie *v.* Moore, L. R. 2 Ire. 28.

Of course, the evidence may justify a recovery of nominal damages only, by showing a mere technical wrong with no actual damages. Henderson *v.* McReynolds, 60 Hun, 579, 14 N. Y. Supp. 351.

[238] *New York:* Katz *v.* Brooklyn Heights R. R., 35 Misc. 302, 71 N. Y. Supp. 744.

Rhode Island: Hill *v.* Union Ry. (R. I.), 57 Atl. 374.

[239] *Illinois:* Kilmer *v.* Parrish, 144 Ill. App. 270.

Maine: Leavitt *v.* Dow, 105 Me. 50, 72 Atl. 735.

Nebraska: Carpenter *v.* Red Cloud, 64 Neb. 126, 89 N. W. 637.

England: Tedd *v.* Douglas, 5 Jur. (N. S.) 1029.

[240] *Alabama:* Hardeman *v.* Williams, 157 Ala. 422, 48 So. 108 (trespass on property).

South Carolina: English *v.* Clerry, 3 Hill, 279 (cutting trees).

Texas: Prewitt *v.* Southwestern T. & T. Co., 46 Tex. Civ. App. 123, 101 S. W. 812 (failure to deliver telegram).

[241] For false imprisonment the following damages have been held inadequate:

Six cents. Henderson *v.* McReynolds, 60 Hun, 579, 14 N. Y. Supp. 351.

The following have been held adequate:

$50. Taylor *v.* Davis (Tex.), 13 S. W. 642.

Six cents. Wegne *v.* Risch, 114 Wis. 270, 90 N. W. 168.

[242] For malicious prosecution the following damages have been held inadequate:

$450. Maille *v.* Lacassagne, 35 La. Ann. 594.

$1, increased to $300. Mequet *v.*

der,[243] in actions against a carrier for assault upon a passenger by its servant,[244] and in actions for assault and battery.[245]

§ 1371. Personal injuries.

For personal injuries of various kinds a considerable number of verdicts have been considered by the courts and their adequacy passed upon.[246]

Silverman, 52 La. Ann. 1369, 27 So. 885.

[243] For slander the following damages have been held inadequate:

$25 increased to $500. Simpson *v.* Robinson, 104 La. 180, 28 So. 908.

[244] For assault on a passenger by the conductor or motorman the following verdicts have been held inadequate:

Eighty-five cents. Hanson *v.* Urbana & C. E. S. Ry., 75 Ill. App. 474.

$5. Samuels *v.* New York City Ry., 52 Misc. 137, 101 N. Y. Supp. 534.

$200. Tourtelotte *v.* Westchester Electric Ry., 120 App. Div. 417, 105 N. Y. Supp. 50.

[245] For assault and battery a verdict of $1 was held inadequate in Dunbar *v.* Cowger, 68 Ark. 444, 59 S. W. 951.

[246] For personal injuries the following damages have been held inadequate:

$5. Moseley *v.* Jamison, 68 Miss 336, 8 So. 744.

$15. Kelly *v.* Rochester, 15 N. Y. Supp. 29, 60 Hun, 582.

$55. Saperstone *v.* Rochester Ry., 25 App. Div. 285, 49 N. Y. Supp. 486.

$100; increased to $600. Sullivan *v.* Vicksburg S. & P. R. R., 39 La. Ann. 800, 2 So. 586, 4 Am. St. Rep. 239.

$100. Ellsworth *v.* Fairbury, 41 Neb. 881, 60 N. W. 336.

$100. Maher *v.* Schulang, 117 N. Y. Supp. 928.

$150. Fahlbusch *v.* Brooklyn Heights R. R., 129 N. Y. Supp. 877.

$250. Byrd *v.* Texas Midland R. R. (Tex. Civ. App.), 99 S. W. 734.

$300. Harris *v.* Scher, 63 Misc. 288, 116 N. Y. Supp. 722.

$400, loss of eye, actual expense and loss of time twice amount of verdict. De Freitas *v.* Nunes, 130 Ill. App. 195.

$500, loss of arm. Townsend *v.* Briggs, 88 Cal. 230, 26 Pac. 108.

$500, permanent injuries, eight months' loss of time. Loyacano *v.* Jurgens, 50 La. Ann. 441, 23 So. 717.

$500, mental anguish and terror. Warner *v.* Talbot, 112 La. 817, 36 So. 743.

$500, permanent stiffness of arm. Richardson *v.* Missouri F. B. Co., 122 Mo. App. 529, 99 S. W. 778.

$500, permanent injury, $400 expenses. Morrissey *v.* Westchester Electric Ry., 30 App. Div. 424, 51 N. Y. Supp. 945.

$1,000, loss of part of hand. Rossey *v.* Lawrence, 123 La. 1053, 49 So. 704.

$1,500, loss of right hand, value of time equal to amount. Abotin *v.* Heney, 62 Wash. 65, 113 Pac. 245.

$2,000, loss of leg; increased to $5,000. Taylor *v.* Louisiana & N. W. R. R., 129 La. 000, 55 So. 732.

$2,500, loss of leg. Danna *v.* Monroe, 129 La. 000, 55 So. 741.

$2,525, injury to eyesight and heart. Toledo R. & L. Co. *v.* Mason, 81 Oh. St. 463, 91 N. E. 292.

$3,450, permanent crippling. Alton. *v.* Chicago, M. & St. P. Ry., 107 Minn. 457, 120 N. W. 749.

$10,000, complete disability; increased to $15,000. Englert *v.* New Orleans R. & L. Co., 128 La. 473, 54 So. 963.

The following verdicts have been upheld:

§ 1372. Death.

In actions for death, as in other actions, the courts may set aside verdicts as inadequate; and the cases in which verdicts are considered for the death of a person whose life is of pecuniary value are governed by the same considerations as cases in which similar verdicts for personal injury are claimed to be excessive.[247] In the case of children too young to be of service, however, in order for their life to be of pecuniary value they must reach an age to be useful; and thereafter their earnings during minority should be sufficiently greater than the expense of maintenance to more than pay the whole cost of their previous maintenance, with interest; otherwise their death is not a pecuniary loss. Since this must in the nature of things be more or less uncertain, a verdict for the death of a

$3,000. Hall *v.* Chicago, B. & Q. Ry., 145 Ia. 291, 122 N. W. 894.

$2,500. Schmidt *v.* Chicago, M. & S. P. Ry., 108 Minn. 329, 122 N. W. 9.

$2,000. Joiner *v.* Texas & P. Ry., 128 La. 1050, 55 So. 670.

$1,750. Killen *v.* North Jersey St. Ry., 74 N. J. L. 286, 65 Atl. 836.

$1,200. Allison *v.* Fredericksburg (Va.), 71 S. E. 525.

$1,000. Boggess *v.* Metropolitan St. Ry., 118 Mo. 328, 23 S. W. 159, 24 S. W. 210.

$800. Lanphier *v.* F. Johnson & Son Co., 117 La. 741, 42 So. 254.

$750. Cleaver *v.* Louisville & N. R. R., 100 S. W. 223, 30 Ky. Law Rep. 1059.

$400. Marcus *v.* Omaha & C. B. R. & B. Co., 142 Ia. 84, 120 N. W. 469.

$167. Robinson *v.* Waupaca, 77 Wis. 544, 46 N. W. 809.

$150. Kalembach *v.* Michigan Cent. R. R., 87 Mich. 509, 49 N. W. 1082.

$100. Dowd *v.* Westinghouse A. B. Co., 132 Mo. 579, 34 S. W. 493.

[247] For the death of an adult the following verdicts have been held inadequate:

One cent. James *v.* Richmond & D. R. R., 92 Ala. 231, 9 So. 335.

$1. Rawitzer *v.* St. Paul City Ry., 94 Minn. 494, 103 N. W. 499.

$150 ("a travesty of justice"). Meyer *v.* Hart, 23 App. Div. 131, 48 N. Y. Supp. 904.

$200 ("a mockery of justice"). Mariani *v.* Dougherty, 46 Cal. 26.

$500. McCarty *v.* St. Louis Transit Co., 192 Mo. 396, 91 S. W. 132.

$500. Burns *v.* Merchants' & P. O. Co., 26 Tex. Civ. App. 223, 63 S. W. 1061.

$3,250. Usher *v.* Scranton Ry., 13 Fed. 405.

£7,000. Phillips *v.* London & S. W. Ry., 5 Q. B. D. 78.

The following verdicts have been held not inadequate:

$3,500. Stewart *v.* Louisville & N. R. R., 125 S. W. 154 (Ky.).

$1,000. Connor *v.* New York, 28 App. Div. 186, 50 N. Y. Supp. 972.

$800. Metropolitan St. Ry. *v.* O'Neill, 68 Kan. 252, 74 Pac. 1105.

$600. Swanton *v.* King, 72 App. Div. 578, 76 N. Y. Supp. 528.

$189.75. De Luna *v.* Union R. R., 130 App. Div. 386, 114 N. Y. Supp. 893.

$55. Leahy *v.* Davis, 121 Mo. 227, 25 S. W. 941.

child will seldom be so clearly inadequate as to be set aside for that reason.[248]

[248] For the death of a child too young for his labor to be of pecuniary value the following verdicts have been set aside as inadequate:

$10. Draper *v.* Tucker, 69 Neb. 434, 95 N. W. 1026.

$300. Willsen *v.* Metropolitan St. Ry., 74 N. Y. Supp. 774.

$1,500; increased to $3,000. Burvant *v.* Wolfe, 126 La. 787, 52 So. 1025.

The following verdicts have been held not inadequate:

$600. Terhune *v.* Joseph W. Cody Contracting Co., 72 App. Div. 1, 76 N. Y. Supp. 255.

$375. Reger *v.* Rochester Ry., 2 App. Div. 5, 37 N. Y. Supp. 520.

$200. Gubbitosi *v.* Rothschild, 75 App. Div. 477, 78 N. Y. Supp. 286 (reversing 74 N. Y. Supp. 775).

Six cents. Silberstein *v.* Wm. Wicke Co., 29 Abb. N. C. 291, 22 N. Y. Supp. 170.

CHAPTER LIX

THE CONFLICT OF LAWS

§ 1373. General principles.
1374. Actions against telegraph companies.
1375. Action on a bill or note.
1376. Damages for death.
1377. Rate of interest.
1378. Interest on judgments.
§ 1379. Presumption as to legal rate of interest.
1380. Exemplary damages.
1381. Liquidated damages.
1382. Medium of payment.
1383. Matters of procedure.

§ 1373. General principles.

The measure of damages is, as has been seen, a question of right rather than of remedy. The law, as a result of the breach of a contract or commission of a tort, creates a right to damages which is equivalent to the right destroyed. Not merely the existence but the nature of this right, including its extent, is determined by the law that created it, as matters necessarily involved in the very creation of the right. "From all the facts attending the injury," said Paynter, J., in Louisville & Nashville Railroad *v.* Whitlow,[1] "it must be determined whether the defendant has incurred a liability for damages and the extent of it. The law of Tennessee (the place of injury) must govern in fixing the liability and the *quantum* of recovery. It would be strange to apply the law of Tennessee in determining the question of liability, and take the law of the forum to fix the measure of recovery." In accordance with these principles, the measure of damages is regulated by the law that creates the right of action, which is, in the case of a tort, the law of the place where the injury occurred,[2] and in the case of breach of contract, the law of the place where the breach occurred, that is, the law of the place of performance.[3]

[1] 43 S. W. 711, 19 Ky. L. Rep. 1931, 41 L. R. A. 614; and see a learned note, reaching this conclusion, in 56 L. R. A. 301.

[2] Louisville & N. R. R. *v.* Whitlow, 43 S. W. 711, 19 Ky. L. Rep. 1931, 41 L. R. A. 614.

[3] *United States:* Sandham *v.* Grounds, 94 Fed. 83, 36 C. C. A. 103.

Massachusetts: Meyer *v.* Estes, 164 Mass. 457, 41 N. E. 683.

Missouri: Matheny *v.* Stewart, 108 Mo. 73, 78 S. W. 1014.

In Atwood *v.* Walker, 179 Mass. 514,

Whether the damages shall be assessed in a single lump sum or in the form of a weekly or other occasional payment, like other questions connected with the measure of damages, should be determined by the law of the place of injury. So where, under Mexican law, damages arising out of an injury are not assessed in a single action, in which past and prospective damages are included, but damages to the date of the trial only are given, a court in the United States, in which suit is brought for a personal injury in Mexico, will not carry the adjustment of compensation any further than the Mexican court would do.[4]

§ 1374. Actions against telegraph companies.

In actions against telegraph companies the cause of action may sound in contract, for a non-feasance in failing to send or to deliver a telegram, or in tort for a misdelivery or other tortious violation of the public duty. In the latter case the law of the place where the duty is violated alone should govern the measure of damages, according to the principles already discussed; in the former case it might be possible to allege a breach of contract either at the place where the delay occurred or at the place of delivery, and the plaintiff might therefore claim the choice of the two laws. And it is so held in some jurisdictions.[5]

In several jurisdictions, however, the court determines the damages entirely in accordance with the law of the place from which the telegram was sent, *i. e.*, the place where the contract was made.[6]

61 N. E. 58 (where the place of making and of performance appear to have been the same), the court intimated that where they are different the measure of damages, like the obligation of the contract itself, is determined by the law of the place of making. This notion seems to lose sight of the fact that the right to damages forms no part of the original obligation, and is created, not by the contract, but by the law upon breach of the contract.

[4] Evey *v.* Mexican Cent. Ry., 81 Fed. 294, 26 C. C. A. 407, 52 U. S. App. 118, 139, 38 L. R. A. 387.

[5] *Alabama:* Western U. T. Co. *v.* Hill, 163 Ala. 18, 50 So. 248, 23 L. R. A. (N. S.) 648.

Arkansas: Western U. T. Co. *v.* Woodard, 84 Ark. 323, 105 S. W. 479; Western U. T. Co. *v.* Crenshaw, 93 Ark. 415, 125 S. W. 420; Western U. T. Co. *v.* Chilton (Ark.), 140 S. W. 26.

Kentucky: Western U. T. Co. *v.* Lacer, 122 Ky. 839, 93 S. W. 34, 5 L. R. A. (N. S.) 751.

[6] *North Carolina:* Hancock *v.* Western U. T. Co., 137 N. C. 497, 49 S. E. 952, 69 L. R. A. 403; Johnson *v.* Western U.

§ 1375. Action on a bill or note.

When a bill of exchange is protested for non-acceptance or non-payment, the drawer is liable to damages according to the law of the place where it was drawn.[7] If suit is brought in a foreign State, and there is no proof offered of the law where the bill is drawn, the law merchant prevails, and re-exchange is recovered.[8] In an action against an indorser the measure of damages is governed by the law of the place where the indorsement was made.[9] The allowance of interest is governed by the law of the place of payment.[10]

§ 1376. Damages for death.

The measure of damages for the death of a human being, in a statutory action for the death, depends upon the law of the place where the injury was committed; [11] and the method in which the amount recovered is to be distributed is also determined by that law, which in effect gives a beneficial interest in the amount recovered to the distributees.[12]

T. Co., 144 N. C. 410, 57 S. E. 122, 10 L. R. A. (N. S.) 256.

Texas: Western U. T. Co. *v.* Sloss, 45 Tex. Civ. App. 153, 100 S. W. 354, and cases cited; Western U. T. Co. *v.* Young (Tex. Civ. App.), 133 S. W. 512.

[7] *United States:* Bank of U. S. *v.* United States, 2 How. 711, 2 L. ed. 711.

Alabama: Crawford *v.* Branch Bank at Mobile, 6 Ala. 12, 41 Am. Dec. 33.

Connecticut: Roe *v.* Jerome, 18 Conn. 138.

Louisiana: Kuenzi *v.* Elvers, 14 La. Ann. 391.

Missouri: Price *v.* Page, 24 Mo. 65.

New York: Cowperthwaite *v.* Sheffield, 1 Sandf. 416.

England: In re Commercial Bank of S. Australia, 36 Ch. D. 522.

[8] *United States: Ex parte* Heidelback, 2 Low. 526.

Pennsylvania: Hazelhurst *v.* Kean, 4 Yeates, 19; Lennig *v.* Ralston, 23 Pa. 137.

In Alabama it has been held that in the absence of proof of the foreign law *no* damages can be recovered. Dickinson *v.* Branch Bank of Mobile, 12 Ala. 54. In Louisiana the foreign law is presumed, in the absence of proof to be the same as that of the forum: Kuenzi *v.* Elvers, 14 La. Ann. 391, 74 Am. Dec. 434.

[9] *United States:* Slacum *v.* Pomery, 6 Cranch, 221, 3 L. ed. 205.

Alabama: Cullum *v.* Casey, 9 Port. 131, 33 Am. Dec. 304.

[10] *Post*, § 1377.

[11] *United States:* Northern Pac. R. R. *v.* Babcock, 154 U. S. 190, 14 Sup. Ct. 968, 38 L. ed. 958; Quinette *v.* Bisso, 136 Fed. 825, 69 C. C. A. 503, 5 L. R. A. (N. S.) 303; The Saginaw, 139 Fed. 906.

Kentucky: Louisville & N. R. R. *v.* Graham, 98 Ky. 688, 34 S. W. 229; Louisville & Nashville R. R. *v.* Whitlow, 43 S. W. 711, 19 Ky. L. Rep. 1931, 41 L. R. A. 614.

[12] *Kansas:* Hartley *v.* Hartley, 71 Kan. 691, 81 Pac. 505.

New York: In re Degaramo's Estate, 86 Hun, 390, 33 N. Y. Supp. 502.

Where a statute limits the amount that may be recovered in an action for death, it may be interpreted as forbidding the recovery of a greater amount in the courts of the State, no matter where the death was caused. In that case it becomes a matter of remedy, and the law of the forum will be applied.[13] A more common interpretation, however, confines the provision to a limitation of the amount recoverable in actions based upon the local statute; and if such is the interpretation, it will not apply to actions within the State based upon a foreign statute.[14]

§ 1377. Rate of interest.

By the great weight of authority, and in accordance with the doctrines already discussed, it is held that the rate of interest allowed as damages for non-performance of a contract expressly performable in a certain place is regulated by the law of the place of performance.[15] So upon a bill of exchange or promissory note the rate allowed as damages for non-payment at maturity is the rate prevailing at the place of payment;[16] and the same rate is allowed upon the non-payment

[13] Wooden *v.* Western N. Y. & P. R. R., 126 N. Y. 10, 26 N. E. 1050, 13 L. R. A. 458, 22 Am. St. Rep. 803.

[14] Northern Pac. R. R. *v.* Babcock, 154 U. S. 190, 14 Sup. Ct. 968, 38 L. ed. 958.

[15] *United States:* Pana *v.* Bowler, 107 U. S. 529, 27 L. ed. 424, 2 Sup. Ct. 704; Goodwin *v.* Fox, 129 U. S. 601, 9 Sup. Ct. 367, 32 L. ed. 805 (account); *In re* Kirzinger, 14 Fed. Cas. No. 7, 862 (debt); *Ex parte* Heidelback, 2 Low. 526 (debt).

Louisiana: Leseene *v.* Cook, 16 La. 58 (account); Ballister *v.* Hamilton, 3 La. Ann. 401 (price of goods sold).

Mississippi: Grangers L. Ins. Co. *v.* Brown, 57 Miss. 308, 34 Am. Rep. 446 (insurance policy).

Nevada: Sutro Tunnel Co. *v.* Segregated B. M. Co., 19 Nev. 121.

New York: Fanning *v.* Consequa, 17 Johns. 511, 8 Am. Dec. 442 (price of goods sold); Pomeroy *v.* Ainsworth, 22 Barb. 118 (debt); Cartwright *v.* Greene, 47 Barb. 9 (price of goods sold).

Pennsylvania: Archer *v.* Dunn, 2 Watts & S. 327 (money had and received).

South Carolina: Stepp *v.* National Life Ins. Assoc., 37 S. C. 417, 16 S. E. 134 (insurance policy). See Porter *v.* Price, 80 Fed. 655, 26 C. C. A. 70.

For the peculiar doctrines of the law of Missouri see: Hall *v.* Woodson, 13 Mo. 462; Carson *v.* Smith, 133 Mo. 606, 34 S. W. 855; Baltzer *v.* Kansas Pac. R. R., 3 Mo. App. 574.

[16] *United States:* Bank of U. S. *v.* Daniel, 12 Pet. 32, 54, 9 L. ed. 989; Scudder *v.* Union Bank, 91 U. S. 406, 23 L. ed. 336 (*semble*); Bank of Ill. *v.* Brady, 3 McLean, 268, Fed. Cas. No. 888; Price *v.* Teal, 4 McLean, 201.

Alabama: Hanrick *v.* Andrews, 9 Port. 9; Dunn *v.* Clement, 2 Ala. 392; Dickinson *v.* Mobile Branch Bank, 12 Ala. 54; Hunt *v.* Hall, 37 Ala. 702;

of bonds or coupons.[17] Where a bill, note, or other contract does not expressly name a place of payment it is ordinarily to be regarded as payable where made, and the interest is therefore regulated by the law of the place of making; [18] and it is

Cubbedge *v.* Napier, 62 Ala. 518; Hayes *v.* Southern H. B. & L. Ass'n., 124 Ala. 663, 26 So. 527.

Arkansas: Clark *v.* Taylor, 69 Ark. 612, 65 S. W. 110, 86 Am. St. Rep. 215.

Indiana: Lefler *v.* Dermotte, 18 Ind. 246.

Iowa: Butters *v.* Olds, 11 Ia. 1.

Kentucky: Holley *v.* Holley, Litt. Sel. Cas. 505, 12 Am. Dec. 342.

Louisiana: Bapice *v.* Smith, 13 La. 91, 33 Am. Dec. 555; Bent *v.* Lauve, 3 La. Ann. 88; Ballister *v.* Hamilton, 3 La. Ann. 401; Hawley *v.* Sloo, 12 La. Ann. 815.

Mississippi: Chambliss *v.* Robertson, 23 Miss. 302.

New Jersey: Healy *v.* Gorman, 15 N. J. L. 328.

New York: Foden *v.* Sharp, 4 Johns. 183; Scofield *v.* Day, 20 Johns. 102, 11 Am. Dec. 249; U. S. Bank *v.* Chapin, 9 Wend. 471; Simpson *v.* Hefter, 42 Misc. 482, 87 N. Y. Supp. 243.

North Carolina: Roberts *v.* McNeely, 52 N. C. 506, 78 Am. Dec. 261.

Pennsylvania: Mullen *v.* Morris, 2 Pa. 85; Wood *v.* Kelso, 27 Pa. 241; Mills *v.* Wilson, 88 Pa. 118.

South Carolina: Bain *v.* Ackworth, 1 Mill, 107; McCandlish *v.* Cruger, 2 Bay, 377.

Tennessee: Frierson *v.* Galbraith, 12 Lea, 129; Cooper *v.* Sandford, 4 Yerg. 452.

Texas: Wheeler *v.* Pope, 5 Tex. 262; Andrews *v.* Hoxey, 5 Tex. 171; Summers *v.* Mills, 21 Tex. 77.

Vermont: Peck *v.* Mayo, 14 Vt. 33, 39 Am. Dec. 205; Austin *v.* Imus, 23 Vt. 286.

England: Gibbs *v.* Fremont, 9 Ex. 25; Champant *v.* Ranelagh, Prec. Ch. 128; Robinson *v.* Bland, 2 Burr. 1077; Cooper *v.* Waldegrave, 2 Beav. 282, 17 Eng. Ch. 282.

[17] *United States:* Scotland County *v.* Hill, 132 U. S. 107, 10 Sup. Ct. 26, 33 L. ed. 261; Coghlan *v.* South Carolina R. R., 142 U. S. 101, 12 Sup. Ct. 150, 35 L. ed. 951; Columbus S. & H. R. R. Appeals, 48 Fed. 275, 48 C. C. A. 275 (but see Fauntleroy *v.* Hannibal, 5 Dill. 219).

Indiana: Gray *v.* State, 72 Ind. 567.

But on the bonds of a state, which is liable for interest only by its own consent (*ante*, § 338), no interest is allowed except it is given by the laws of the state in question, no matter where the bonds are for convenience made payable. U. S. *v.* N. Carolina, 136 U. S. 211, 34 L. ed. 336, 10 Sup. Ct. 920.

[18] *Bills and notes:*

United States: Courtois *v.* Carpentier, 6 Fed. Cas. No. 3, 286, 1 Wash. 376, 494; Cowqua *v.* Lauderbrun, 6 Fed. Cas. No. 3,299, 1 Wash. 521.

Kentucky: Templeton *v.* Sharp, 9 S. W. 507, 696, 10 Ky. L. Rep. 499.

Louisiana: Hawley *v.* Sloo, 12 La. Ann. 815.

New York: Foden *v.* Sharp, 4 Johns. 183.

Pennsylvania: Clark *v.* Scaright, 135 Pa. 173, 19 Atl. 941, 20 Am. St. Rep. 868.

Bonds:

Pennsylvania: Irvine *v.* Barrett, 2 Grant, 73.

Rhode Island: Kavanaugh *v.* Day, 10 R. I. 393, 14 Am. Rep. 691.

England: Connor *v.* Bellamont, 2 Atk. 382.

Contracts for payment of money:

United States: Wittkowski *v.* Harris, 64 Fed. 712 (account); Evans *v.* White, Hempst. 296.

sometimes said generally that interest is regulated by the law of the place where the obligation is made.[19] In accordance with these principles, a consignor is entitled to interest according to the law of the place to which the goods were consigned for sale.[20] Where the plaintiff performed services at Valparaiso, the defendant lived in Boston, and the action was brought in New York, interest has been allowed from the commencement of the suit at the rate of the *lex fori*, the court saying, "especially as no rate is fixed by the contract, and no place designated for its performance." [21]

Where property is converted or destroyed by a tort, it has been held that interest on the value should be allowed at the rate of the place where the cause of action accrued; [22] and the same is true in actions for the death of a human being.[23]

In Massachusetts, however, a different view is taken, and it is held that the rate of interest is regulated by the law of the forum.[24]

Colorado: Beckwith *v.* Talbot, 2 Colo. 639 (price of goods sold).

Maryland: Costigan *v.* Sewall, 6 Gill, 232 (debt).

New York: Stewart *v.* Ellice, 2 Paige, 604 (debt).

South Carolina: Quince *v.* Callender, 1 Desaus. 160 (marriage settlement).

[19] *United States:* Slacum *v.* Pomery, 6 Cranch, 221, 3 L. ed. 205; Courtois *v.* Carpentier, 1 Wash. C. C. 376; Jaffray *v.* Dennis, 13 Fed. Cas. No. 7, 171.

Alabama: Evans *v.* Clark, 1 Port. 388.

Kentucky: Russell *v.* Shepherd, Hardin, 44; Cocke *v.* Conigmaker, 1 A. K. Marsh. 254; Ingraham *v.* Arnold, 1 J. J. Marsh. 406; Pawling *v.* Sartain, 4 J. J. Marsh. 238.

Louisiana: Nalle *v.* Ventress, 19 La. Ann. 373.

Maine: Stickney *v.* Jordan, 58 Me. 106, 4 Am. Rep. 251.

New Jersey: Hoppins *v.* Miller, 17 N. J. L. 185.

North Carolina: Davis *v.* Coleman, 33 N. C. 303.

Pennsylvania: Mullen *v.* Morris, 2 Pa. 85.

South Carolina: Winthrop *v.* Pepoon, 1 Bay, 468; Gaillard *v.* Ball, 1 N. & McC. 67.

Texas: Cooke *v.* Crawford, 1 Tex. 9, 46 Am. Dec. 93; Burton *v.* Anderson, 1 Tex. 93; Able *v.* McMurray, 10 Tex. 350; Ingram *v.* Drinkard, 14 Tex. 351; Bailey *v.* Heald, 17 Tex. 102; Pauska *v.* Daus, 31 Tex. 67.

Vermont: Porter *v.* Munger, 22 Vt. 191.

[20] Fanning *v.* Consequa, 17 Johns. 511, 8 Am. Dec. 442.

[21] Goddard *v.* Foster, 17 Wall. 123, 21 L. ed. 589.

[22] *Louisiana:* Holmes *v.* Barclay, 4 La. Ann. 64.

England: Ekins *v.* East India Co., 1 P. Wms. 395.

[23] Kiefer *v.* Grand Trunk Ry., 12 App. Div. 28, 42 N. Y. Supp. 171, 26 N. Y. Civ. Proc. 147; Frounfelker *v.* Delaware, L. & W. R. R., 73 App. Div. 350, 76 N. Y. Supp. 745.

[24] Grimshaw *v.* Bender, 6 Mass. 157;

§ 1378. Interest on judgments.

A foreign judgment, by the prevailing view, bears interest according to the law of the place where it was rendered; [25] and this is in accordance with the general principles already discussed. So in Virginia, in an action on a foreign judgment, after the defendant's demurrer overruled, the court awarded a writ of inquiry to assess damages; which would be necessary only if interest were to be awarded at the foreign rate.[26] And in California it has been held that in the absence of evidence a foreign judgment will be presumed not to bear interest.[27] In a few jurisdictions, however, it has been held that on a foreign judgment interest is recoverable at the rate of the forum, though it does not appear whether the judgment bore interest by the law of the country where it was rendered.[28]

It has been intimated that the foreign law as to interest must be carried out in order to give "full effect and credit" to the judgment of another State.[29] But in Massachusetts, with more reason, it has been held that the rate of interest is not part of the judgment, and no effect need constitutionally be

Ayer *v.* Tilden, 15 Gray, 178, 77 Am. Dec. 355; Ives *v.* Farmers' Bank, 2 Allen, 236. (See French *v.* French, 126 Mass. 360.)

In *Indiana*, Kopelke *v.* Kopelke, 112 Ind. 435, 13 N. E. 695, it was held that where a promissory note is not payable in any particular place, the rate of interest is governed by the law of the forum.

[25] *United States:* Whitman *v.* Citizens' Bank, 110 Fed. 503, 49 C. C. A. 122.

Alabama: Hunt *v.* Mayfield, 2 Stew. 124; Murray *v.* Cone, 8 Port. 250; Harrison *v.* Harrison, 20 Ala. 629, 56 Am. Dec. 227.

California: Thompson *v.* Monrow, 2 Cal. 99, 56 Am. Dec. 318; Stewart *v.* Spaulding, 72 Cal. 264, 13 Pac. 661.

Michigan: Schroeder *v.* Boyce, 127 Mich. 33, 86 N. W. 387.

Ohio: Neil *v.* Bank, 50 Oh. St. 193, 33 N. E. 720.

Pennsylvania: Ralph *v.* Brown, 3 W. & S. 395.

South Carolina: Lambkin *v.* Nance, 2 Brev. 99.

[26] Clarke *v.* Day, 2 Leigh, 172.

[27] Cavender *v.* Guild, 4 Cal. 250. It will be noted that interest in California is allowed on judgments only by statute, not by the common law.

[28] *Illinois:* Prince *v.* Lamb, Breese, 378.

Massachusetts: Parker *v.* Thompson, 3 Pick. 429; Barringer *v.* King, 5 Gray, 9; Hopkins *v.* Shepard, 129 Mass. 600.

Missouri: Shickle *v.* Watts, 94 Mo. 410, 7 S. W. 274.

New York: Wells, Fargo & Co. *v.* Davis, 105 N. Y. 670, 12 N. E. 42.

South Carolina: Nelson *v.* Felder, 7 Rich. Eq. 395.

Washington: Olson *v.* Veazie, 9 Wash. 481, 37 Pac. 677, 43 Am. St. Rep. 855.

[29] *United States:* Whitman *v.* Citizens' Bank, 110 Fed. 503.

Pennsylvania: Schell *v.* Stetson, 12 Phila. 187.

given to it; even when the judgment by its terms bears interest, this is not an integral part of the judgment, and interest is allowed at the domestic rate.[30]

§ 1379. Presumption as to legal rate of interest.

In most jurisdictions it is said that *if the foreign rate is not proved* it will be presumed to be the same as the domestic rate.[31] It is sometimes said, however, that where interest is to be recovered at a foreign rate, and no evidence is offered of such a rate, there can be no recovery of interest.[32]

§ 1380. Exemplary damages.

Whether exemplary damages shall be allowed or not depends upon the law of the place where the cause of action arose.[33] But it would seem that if such damages are not allowed by the law of the forum they cannot be recovered there. The damages would be regarded, at least by the court of the forum, as punitive, and therefore not to be enforced in a foreign court. In Higgins *v.* Central New England & Western Railroad [34] it is assumed that exemplary damages, though allowed in the State where the tort was committed, cannot be recovered in Massachusetts, where such damages are not allowed. In an action for personal injury suffered in Mexico, but tried in Texas, it appeared that by Mexican law, the court could award an indemnity at its discretion, considering the social position of the party injured, etc. This was objected to as contrary to natural justice and the policy of our law, but the

[30] Clark *v.* Child, 136 Mass. 344.

[31] *Illinois:* Warren *v.* McCarty, 25 Ill. 95; Deem *v.* Crume, 46 Ill. 69; Hall *v.* Kimball, 58 Ill. 58.

Kentucky: Thomas *v.* Beckman, 1 B. Mon. 29; Reynolds *v.* Powers, 96 Ky. 481, 29 S. W. 299, 17 Ky. L. Rep. 1059.

Minnesota: Desnoyer *v.* McDonald, 4 Minn. 515.

Missouri: Crone *v.* Dawson, 19 Mo. App. 214.

Nebraska: Fitzgerald *v.* Fitzgerald & Mallory Construction Co., 41 Neb. 374, 472, 59 N. W. 838; Hallam *v.* Telleren, 55 Neb. 255, 75 N. W. 560.

New Hampshire: Lougee *v.* Washburn, 16 N. H. 134.

Texas: Pauska *v.* Daus, 31 Tex. 67.

Vermont: Porter *v.* Munger, 22 Vt. 191.

[32] Kermott *v.* Ayer, 11 Mich. 181.

[33] *Kentucky:* Louisville & N. R. R. *v.* Smith, 135 Ky. 462, 122 S. W. 806; Louisville & N. R. R. *v.* Lynch, 126 S. W. 362, 137 Ky. 696.

Mississippi: Pullman P. C. Co. *v.* Lawrence, 74 Miss. 782, 22 So. 53.

[34] 155 Mass. 176, 29 N. E. 534.

question did not really arise as the plaintiff only claimed compensation.[35]

§ 1381. Liquidated damages.

The allowance of stipulated damages involves a question of public policy, which, as always, is for the law of the forum. Thus an agreement in a promissory note for the recovery of a certain amount as attorney's fee, for costs of collection, is an agreement for liquidated damages. If such damages are not allowed, it is because the collection of them is regarded as the exaction of a penalty contrary to public policy; and the public policy enforced by a court is that of the forum. If, therefore, by the law of the forum the recovery of such stipulated damages is not permitted, it will be refused upon a foreign claim as well as upon a domestic one.[36]

§ 1382. Medium of payment.

The question, in what currency an obligation must be paid, also depends upon the law of the place of payment.[37] So where an invoice of goods was shipped from England to New York and there sold, the balance was payable in United States legal tender, and not in gold, the currency of England.[38]

§ 1383. Matters of procedure.

On all matters of procedure in the matter of damages the law of the forum governs. So on the question of the method of reducing expected future damages to a present cash amount, the method of the forum will be adopted.[39] And so costs are to be allowed in accordance with the practice of the forum.[40] The administration among claimants of a fund in court is a matter of procedure, not of right, since all the claimants have a right, and the question at issue is how to satisfy the claims,

[35] Evey *v.* Mexican Cent. Ry., 81 Fed. 294, 26 C. C. A. 407, 52 U. S. App. 118, 141, 38 L. R. A. 387.

[36] *Nebraska:* Security Co. *v.* Eyer, 36 Neb. 507, 54 N. W. 838.

Oregon: Commercial Nat. Bank *v.* Davidson, 18 Ore. 57, 22 Pac. 517.

[37] *California:* Grunwald *v.* Freese, 34 Pac. 73.

Michigan: Comstock *v.* Smith, 20 Mich. 338.

[38] Benners *v.* Clemens, 58 Pa. 24.

[39] Georgia F. & A. Ry. *v.* Sasser, 4 Ga. App. 276, 61 S. E. 505.

[40] Higgins *v.* Central N. E. & W. R. R., 155 Mass. 176, 29 N. E. 534 (*semble*). So of expenses of distribution; *In re* Adlum's Estate, 22 Pa. 514.

so far as is possible, out of the fund—a matter of procedure. So the allowance of preferences in the administration of a fund is for the law of the forum.[41] For this reason the allowance of general average is adjusted according to the law of the forum;[42] for this is not a question of the nature of rights, but of the method by which existing rights shall be satisfied out of a fund in court, which is not a matter of right but of remedy.

[41] *United States:* Smith *v.* Bank, 5 Pet. 518, 8 L. ed. 212.

England: Pardo *v.* Bingham, L. R. 6 Eq. 485; *In re* Kloebe, 28 Ch. D. 175.

[42] *Massachusetts:* Loring *v.* Neptune Ins. Co., 20 Pick. 548.

England: Simonds *v.* White, 2 B. & C. 805.

TABLE OF CASES

[References are to sections]

A

A. Cohen & Co. *v.* Rittiman, 948
A. Cusimano & Co. *v.* Olive Oil Importing Co., 1246*c*
A. Denicke, The, 156
A. J. Anderson Electric Co. *v.* Cleburne, W. I. & L. Co., 156, 618
A. L. Clark Lumber Co. *v.* Johns, 180*a*, 1347
A. P. Brantley Co. *v.* Johnson, 1053
Aaron *v.* Moore, 673*f*
v. Second Ave. R. R., 484
v. Southern Ry., 357
v. Ward, 873*b*
Abbey *v.* Mace, 607
Abbott *v.* Allen, 973
v. Detroit, 482, 485
v. Gatch, 186, 645, 1067
v. Gillespy, 549
v. Hapgood, 742, 742*a*
v. Inskip, 673*a*
v. Land & Water Co., 383*b*
v. Light, etc., Co., 1148
v. McCadden, 578
v. Milwaukee L. H. & T. Co., 1149*a*, 1152*a*
v. Sebor, 711
v. Southern Pac. R. R., 1162
v. Stewartstown, 1160*a*
v. Stinchfield, 311*c*
v. Tolliver, 488
v. Wyse, 750
Abby M. Deering, The, 589
Abel *v.* Minneapolis, 1112*a*
Abeles *v.* Western Union Tel. Co., 107*a*
Abell *v.* Munson, 1295
v. Penn M. L. I. Co., 730
Abendroth *v.* Manhattan Railway, 1194
v. N. Y. Elevated R. R., 1194
Aber *v.* Bratton, 183, 196, 536, 537
Aberdeen *v.* Blackmar, 793
v. Bradford, 924
v. Honey, 676
Aberdeen Coal & Mining Co. *v.* Evansville, 999*f*
Abernathy *v.* Black, 673*f*
Abilene *v.* Wright, 483
Aborn *v.* Mason, 499
Abotin *v.* Heney, 1371
Abrahams *v.* Cooper, 457, 458
Abrahamson *v* Cummings, 762
v. Lamberson, 102*a*, 301*b*
Abrams *v.* Ervin, 929*a*
v. Milwaukee, L. S. & W. Ry., 851
v. Watson, 999*b*
Abshire *v.* Cline, 452
Accessory T. Co. *v.* McCerren, 682*a*
Accumulator Co. *v.* Dubuque St. R. R., 767
Acers *v.* Curtis, 807*a*
Achey *v.* Hall, 933
Acker *v.* Knoxville, 1172*a*
Ackerman *v.* Emott, 344
v. King, 536*a*
v. Rubens, 755
v. True, 947
Ackerson *v.* Erie Ry., 380, 481
Acme Cycle Co. *v.* Clarke, 153, 199
Acme Food Co. *v.* Older, 753
Acre *v.* Bufford, 534
Acrea *v.* Brayton, 936, 943
Acton *v.* Pierce, 675*c*
Adair *v.* Bogle, 984, 984*a*
Adam *v.* Chicago, B. & Q. Ry., 937, 937*a*
v. Gomila, 237, 682*a*
Adamant P. M. Co. *v.* Nat. Bank of Commerce, 655
Adams *v.* Adams, 55 N. J. Eq. 42; 301*c*, 302*a*
v. Adams, 10 Leigh, 527; 345
v. Barber, 1027

[References are to sections]

Adams *v.* Barry, 1265
v. Bement, 311*b*
v. Blankenstein, 853
v. Blodgett, 317, 934, 943
v. Burton, 1027
v. Byerly, 636*d*
v. Conover, 975
v. Cordis, 229, 275
v. Cox, 667
v. Dunham & N. R. R., 932
v. Fitzpatrick, 664
v. Fort Plain Bank, 308*a*, 314
v. Gardner, 1268
v. Gillam, 565*a*
v. Haught, 841
v. H. & D. R. R., 95
v. Keystone Mfg. Co., 1230*a*
v. Lambard, 311*c*
v. Lawson, 445
v. Lorraine Mfg. Co., 363
v. McMillan, 1023
v. Midland R. R., 1325
v. Mo. Pac. Ry., 1348
v. New Jersey Steamboat Co., 873
v. Nichols, 655*c*
v. O'Connor, 76
v. Oklahoma City, 1152*a*
v. Palmer, 298
v. Peterman Mfg. Co., 1357
v. Pugh, 665
v. Rivers, 365
v. St. Johnsbury & L. C. R. R., 1148
v. St. Louis & S. F. R. R., 361
v. Salina, 361, 380*b*
v. Smith, 47, 451
v. Turrentine, 554
v. Way, 325
v. Woonsocket Co., 649
v. Wright, 537, 540
v. Wylie, 1052
Adams & F. Harvester Co. *v.* Tomlinson, 789
Adams Express Co. *v.* Egbert, 200
v. Hocing, 844, 851
v. Milton, 314
Adamson *v.* Adamson, 650
v. Jarvis, 834
v. Petersen, 81
v. Rayner, 448*a*
Adamson *v.* Reid, 311*c*
v. Rose, 982, 1006
Adcock *v.* Marsh, 445
v. Oregon R. & N. Co., 1270
Addams *v.* Heffernan, 345
v. Tutton, 613
Adden *v.* White Mt. R. R., 1148, 1166
Adderley *v.* Dixon, 636*m*
Addis *v.* Gramophone Co., 665, 675
Addison F. M. Co. *v.* Lake S. & M. S. Ry., 95, 924
Adkins *v.* Hudson, 909*a*
v. Kendrick, 47
v. Tomlison, 966, 975
v. Waite, 314*b*
Adlard *v.* Muldoon, 656
Adler *v.* Newcomb, 676
Adoue *v.* Wettermark, 565*d*
Advance E. & W. Co. *v.* Eddy, 70
Advertiser Co. *v.* Jones, 452
Ady *v.* Freeman, 685*k*, 685*l*
Ætna Indemnity Co. *v.* George A. Fuller Co., 648*a*
Ætna Ins. Co. *v.* Glasgow E. L. Co., 726
v. Johnson, 722
v. Tyler, 725
Ætna Life Ins. Co. *v.* Nexsen, 666, 834*e*
v. Paul, 730
Ætna S. & I. Works *v.* Kossuth County, 657
Agate *v.* Lowenbein, 932, 999*g*
Agius *v.* Great Western Colliery Co., 742
Agnew *v.* Johnson, 1261
Agra & Elizabeth Jenkins, The, 587
Agricultural & M. Assoc. *v.* State, 573*a*, 575, 576
Agricultural Ins. Co. *v.* Yates, 725
Ahein *v.* O'Brien, 762
Ahern *v.* Connell, 564
Ahl *v.* Ahl, 676
Ahrens *v.* Fenton, 364, 1344
Aiken *v.* Bloodgood, 655
v. Leathers, 237
v. McDonald, 976, 978
v. Peay, 304
v. W. U. Tel. Co., 878
Ainsa *v.* Moses, 44*a*, 564
Ainsley *v.* Jordan, 302

[References are to sections]

Ainslie *v.* Wilson, 796, 800
Ainsworth *v.* Backus, 623
v. Partillo, 822
v. Ritt, 999*e*
Airey *v.* Pullman Palace Car Co., 864
Aitchison *v.* Lohre, 715
Aitkin *v.* Ernsthausen, 858
Akard *v.* Western U. T. Co., 894*d*
Aken *v.* Clark, 627*a*
Akerley *v.* Haines, 473, 476
Akersloot *v.* Second Ave. Ry., 1356, 1365
Akron *v.* M'Comb, 1157
Alabama *v.* Lott, 301
Alabama, The, 4 Woods, 48; 587
Alabama, The, 92 U. S. 695; 599
Alabama & F. R. R. *v.* Burkett, 42 Ala. 83; 1133
v. Burkett, 46 Ala. 569; 1165
Alabama & Gamecock, The, 588
Alabama & Great Southern R. R. *v.* Little, 851
Alabama & V. Ry. *v.* Gibbs, 1328
v. Bloom, 1123
v. Hanes, 868
Alabama Cent. R. R. *v.* Musgrove, 1154
Alabama C. C. & I. Co. *v.* Vines, 947
Alabama C. G. & A. Ry. *v.* Appleton, 486*a*
v. Brady, 856*a*
Alabama Chemical Co. *v.* Geiss, 734, 740
Alabama Co. *v.* Slaton, 122
Alabama G. L. I. Co. *v.* Garmany, 730
Alabama G. S. R. R. *v.* Arnold, 368, 1263
v. Arrington, 387
v. Bailey, 484
v. Burgess, 1347, 1365
v. Carroll, 490
v. Frazier, 380
v. Heddleston, 868
v. Hill, 41*a*, 170*a*, 368
v. McAlpine, 318
v. Sellers, 361, 372
v. Siniard, 483
v. Tapia, 45*a*
v. Yarbrough, 180, 485*a*
Alabama I. W. *v.* Hurley, 197
Alabama Mineral R. R. *v.* Jones, 114 Ala. 519; 574*a*
v. Jones, 121 Ala. 113; 101
Alabama State Land Co. *v.* Reed, 682
Alabama, S. & W. Co. *v.* Griffin, 580*a*
v. Tallant, 482
Alair *v.* Northern Pac. R. R., 851
Alamo D. B. Co. *v.* Yeargan, 1361
Alamo Mills Co. *v.* Hercules Iron Works, 742*a*
Alaska, The, 589, 592, 597*a*
Alaska Imp. Co. *v.* Hirsch, 685*k*
Alaska S. S. Co. *v.* Collins, 1326
Albany *v.* Trowbridge, 1046
Albany & N. Ry. *v.* Wheeler, 318
Albany & Sus. Railroad *v.* Dayton, 1185
Albany Dutch Church *v.* Vedder, 1276
Albany Northern R. R. *v.* Lansing, 1115, 1146, 1185
Albany Phosphate Co. *v.* Hugger Bros., 645
Albany Street, Matter of, 1128, 1158, 1187
Albee *v.* Harris, 959
Albert *v.* Bleecker St. R. R., 436
v. Lindan, 78, 82
Albert Gas Fixture Co. *v.* Kabat, 734
Alberts *v.* Husenetter, 933
v. Stearns, 674
Albertson *v.* Philadelphia, 1163, 1165*a*
Albertson Co. *v.* Chicago, 1295
Albertype Co. *v.* Gust Feist Co., 610
Albertz *v.* Albertz, 640*a*, 641, 641*b*
Albey *v.* Weingart, 984, 984*a*
Albion Lead Works *v.* Citizens' Ins. Co., 341
Albion R. R. *v.* Hesser, 1175
Albrecht *v.* Walker, 1254
Albright *v.* Pickle, 307
Alcorn *v.* Mitchell, 490, 1328, 1345
Alden *v.* Wright, 778
Alder *v.* Keighley, 606, 628
Alderman *v.* French, 452
v. Roesel, 676
Alderson *v.* Gulf, C. & S. F. Ry., 366, 850
Aldis *v.* Stewart, 638
Aldrich *v.* Aldrich, 807
v. Cheshire R. R., 1110, 1164

[References are to sections]

Aldrich *v.* Dunham, 294
v. Higgins, 497*f*
v. Island E. T. & T. Co., 459
v. Jackson, 775
v. Palmer, 481
v. Reynolds, 685*h*, 685*j*
v. Sharp, 334
v. Wetmore, 946
v. Wilmarth, 657
Aldrick *v.* Sager, 1250
Aldridge *v.* Board of Education, 1174
v. McClelland, 311*c*
Aldworth *v.* Lynn, 91, 110
Aleppo, The, 596, 597*a*
Alexander *v.* Bishop, 185, 984, 987
v. Blodgett, 42
v. Bridgford, 975, 979
v. Colcord, 253, 685*a*
v. Helber, 58
v. Herr, 907, 920
v. Herring, 755
v. Humber, 47, 86*c*
v. Jacoby, 127, 182, 237, 467, 682, 682*a*, 1296
v. Macauley, 548
v. St. Louis Southwestern Ry. Co. of Texas, 43*i*
v. Staley, 983
v. Thomas, 1326
v. Troutman, 411
v. United States, 1112*a*
v. Western U. T. Co., 882
Alexandria, The, 597*a*
Alexandria, etc., Co. *v.* Faunce, 1157
Alexian Bros. *v.* Oshkosh, 253, 1171
Alfaro *v.* Davidson, 834*c*, 1329
Alfred *v.* Fitzjames, 673*d*
Alger *v.* Farley, 505
Alie *v.* Nadeau, 90
Alkahest Lyceum System *v.* Curry, 170
Alkire *v.* Myers Lumber Co., 1352
Alkire Grocer Co. *v.* Tagart, 85*a*
Allaback *v.* Utt, 373
Allaire *v.* Hartshorne, 703
v. Ouland, 834
v. Whitney, 1 N. Y. 305; 990*c*
v. Whitney, 1 Hill, 484; 101, 1056
Allaire Works *v.* Guion, 674, 1065
Allamon *v.* Albany, 642
Allan *v.* Everoth, 676
Alle *v.* Woodruff, 340*b*
Allegaert *v.* Smart, 999*b*
Allegany County *v.* Van Campen, 692
Allegheny *v.* Black, 1142
v. Campbell, 317
Allegheny Iron Co. *v.* Teaford, 752*a*
Allegheny V. R. R. *v.* Colwell, 1175
Allen *v.* Ames College Co., 1353
v. Anderson, 3 Humph. 581; 762
v. Anderson, 2 Bibb, 415; 1010
v. Atkinson, 1007, 1018
v. Baker, 45, 637, 638
v. Barrett, 67*a*
v. Besecker, 480*a*
v. Blunt, 235, 983
v. Boston, 137 Mass. 319; 1158
v. Boston, 159 Mass. 324; 948
v. Brazier, 419, 423
v. Brown, 51 Barb. 68; 819
v. Brown, 5 Lans. 511; 237, 685*k*
v. Butman, 81
v. Camden & P. Steamboat Ferry Co., 865
v. Cameron, 1038
v. Carty, 567
v. Champion, 929*a*
v. Charlestown, 1147
v. Chicago & N. W. Ry., 245
v. Clark, 831
v. Craig, 388, 1326
v. Curles, 659
v. Doyle, 548, 55
v. Durham Traction Co., 226*f*
v. Eneroth, 679*b*
v. Fairbanks, 304
v. Field, 636*d*, 636*f*
v. Fox, 537
v. Harris, 236
v. Hooker, 1067
v. Jarvis, 753
v. Jones, 685*g*
v. Kelley, 692*k*
v. Kennedy, 964
v. Kinyon, 493
v. Leflore County, 685*j*
v. McConihe, 828
v. McCoushe, 824
v. McKibbin, 657, 662
v. McNew, 656, 1039
v. Macon D. & S. R. R., 932

[References are to sections]

Allen *v.* Manhattan Ry., 1365
v. Maronne, 667
v. Merchants' Bank, 819
v. Miller, 959, 979
v. Missouri, K. & T. Ry., 1143
v. Mohn, 1023
v. Murray, 316, 608, 615
v. Ormond, 946
v. Smith, 307
v. South Boston R. R., 439*h*, 736
v. Suydam, 813, 814
v. Thrall, 615
v. Todd, 768
v. Truesdell, 116, 441
v. United States, 1031
v. Voje, 1352
v. Watson, 687
v. Whitlark, 667
v. Woonsocket Co., 310*a*
Allender *v.* Chicago, R. I. & P. R. R., 214*a*, 221, 491
Allendorph *v.* Banks, 993
Allentown *v.* Kramer, 1110
Allentown Turnpike Co. *v.* Lehigh V. T. Co., 1173
Allgeyer *v.* Rutherford, 667
Alliance R. P. Co. *v.* Valentine, 445
Alliance Trust Co. *v.* Stewart, 685*h*
Allinder *v.* Bessemer C. I. & L. Co., 959
Alling *v.* Boston & A. R. R., 873
Allis *v.* McLean, 186, 190, 646
v. Nanson, 1263
v. Nininger, 238, 982
Allison *v.* Chanler, 127*a*, 170*a*, 182, 189, 363, 383*c*, 990*b*
v. Chicago & N. W. Ry., 121*b*
v. Cocke, 106 Ky. 763; 1025, 1026
v. Cocke, 112 Ky. 212; 1023
v. Fredericksburg, 1371
v. Hobbs, 36*a*
v. Juniata County, 337
v. McCune, 29
v. Montgomery, 959
v. Pilkins, 964
v. People, 692*i*
v. Tennessee, C. I. & R. R. Co., 162
Allmon *v.* Chicago, P. & M. R. R., 1138
Alloway *v.* Nashville, 331*a*, 1171*e*, 1368
Allphin *v.* Working, 614
Allport *v.* Kelby, 685*k*
Allred *v.* Bray, 127*a*
Allsop *v.* Allsop, 443
Almy *v.* Probate Court, 311*b*
v. Simonson, 755
Alna *v.* Plummer, 1024
Alpha Checkrower Co. *v.* Bradley, 762
Alpha P. C. Co. *v.* Oliver, 753
Alpin *v.* Morton, 445
Alsager *v.* Close, 256
Alsop *v.* Commercial Ins. Co., 713
v. Peck, 910
Alt *v.* Weidenberg, 76
Althorf *v.* Wolfe, 67*a*
Althouse *v.* Alvord, 750
v. Rice, 930
Alton *v.* Chicago, M. & St. P. Ry., 1371
Alton & Sangamon R. R. *v.* Carpenter, 1138
Altoona E. E. & S. Co. *v.* Kittanning & F. C. St. Ry., 615
Aluminum Co. *v.* Ramsey, 1356
Alvis *v.* Oglesby, 311*f*
Alvord *v.* United States, 692*e*
Am Ende *v.* Seabury, 1245
Amann *v.* Chicago C. T. Co., 243 Ill. 263; 172, 226*l*, 372
v. Chicago C. T. Co., 148 Ill. App. 151; 180
Ambs *v.* Atchison, T. & S. F. R. R., 458, 459
Amee *v.* Wilson, 308*a*
Amer *v.* Longstreth, 383, 387
America, The, 92 U. S. 432; 587
America, The, 4 Fed. 337; 593
American B. & C. Co. *v.* Bullen B. Co., 617
American B. N. Co. *v.* New York E. R. R., 1191, 1256*f*
American B. W. Co. *v.* Thomson, 1220
American Bible Society *v.* Wells, 339
American Book Co. *v.* Wells, 676
American Bridge Co. *v.* American Dist. Steam Co., 160
v. Camden Interstate Ry., 647*a*
v. Glenmore Distilleries Co., 165
American C. C. Co. *v.* Seitz, 975
American C. D. Co. *v.* Boyd, 666
American Central Ins. Co. *v.* Burkert, 818*a*

[References are to sections]

American Central Ins. Co. *v.* McLanahan, 723
American Canning Co. *v.* Flat Top Grocery Co., 753, 755
American Contract Co. *v.* Cross, 873
American Cotton Co. *v.* Herring, 741
American Express Co. *v.* Dunlevy, 819
v. Jennings, 152, 856
v. Parsons, 256
American E. & C. Co. *v.* Crawford, 1359
American F. & F. Co. *v.* Settergren, 754
American F. L. M. Co. *v.* Brown, 1335
American-Hawaiian S. S. Co. *v.* Morse D. D. & R. Co., 593
American-Hungarian Pub. Co. *v.* Miles Bros., 169*a*
American Ice Co. *v.* Pocono S. W. I. Co., 165 Fed. 714; 988
v. Pocono S. W. I. Co., 183 Fed. 193; 959
American Ins. Co. *v.* Bryan, 718
v. Center, 711
v. Griswold, 712, 714
v. Ogden, 711
American L. & H. I. Co. *v.* Robertshaw, 729
American L. I. Co. *v.* McAden, 730
American L. I. & T. Co. *v.* Shultz, 730
American Lead Pencil Co. *v.* Davis, 368
American Locomotive Co. *v.* Hoffman, 95
American Mfg. Co. *v.* Klarquist, 622*b*
American Nat. Bank *v.* Hammond, 439*f*
v. Morey, 45, 153*a*
American Publishing & Engraving Co. *v.* Walker, 636*c*, 752
American Pure Food Co. *v.* G. W. Elliott & Co., 127*a*
American S. P. Co. *v.* De Grasse Paper Co., 1224
American S. S. Co. *v.* Rush, 610
American Strawboard Co. *v.* Foust, 484
American Surety Co. *v.* Lyons, 644
v. Woods, 105 Fed. 41; 618, 647*e*
v. Woods, 106 Fed. 263; 643
American T. & T. Co. *v.* Pearce, 1152*a*
American Trust & Banking Co. *v.* Boon, 303
American U. T. Co. *v.* Daughtery, 876, 879, 883
Americus *v.* Tower, 1295
Americus Grocery Co. *v.* Brackett, 762
Amerman *v.* Deane, 87
Ames *v.* Chirurg, 682, 682*a*
v. Hilton, 363, 373
v. Norwich Light Co., 762
v. Schuesler, 999*e*
v. Scudder, 311*c*
v. Williams, 692*k*
Amherst Bank *v.* Root, 694
Amiable Nancy, The, 175, 352, 378, 596, 599*b*
Amis *v.* Smith, 334
Ammons *v.* People, 692*c*
Amoretty *v.* City of Melbourne Bank, 516*c*
Amory *v.* Amory, 1286*b*
v. Brodrick, 1261
v. Hamilton, 820
v. M'Gregor, 295, 844
v. Vreeland, 364
Amos *v.* Cosby, 979
v. Delaware R. F. Co., 483
v. Oakley, 90, 636*g*, 636*i*
Amoskeag Manuf. Co. *v.* Goodale, 99, 101
v. Manchester, 303
v. Worcester, 1171, 1171*a*
Amperse *v.* Winslow, 547
Amsden *v.* Atwood, 199, 988, 988*a*
v. Dubuque & S. C. R. R., 620
Amy *v.* Dubuque, 346
Ancrum *v.* Slone, 316
Anders *v.* Ellis, 98
Anderson *v.* Aupperle, 376
v. Beard, 755
v. Buckton, 929
v. Carlin, 1258
v. Chicago, B. & Q. R. R., 573*a*, 579
v. Duffield, 760
v. The Edam, 599*c*
v. Ewing, 281, 424*a*
v. First Nat. Bk., 492
v. Great No. Ry., 577
v. Hilker, 615
v. International Harvester Co., 363

[References are to sections]

Anderson *v.* Issaquena County, 337
v. Knox, 980
v. Lewis, 834*a*
v. Nordstrom, 618
v. Northeastern Ry., 152
v. Pacific Bank, 302*a*
v. Philadelphia P. L. Co., 685*k*
v. Pittsburg Coal Co., 1354
v. St. Louis, I. M. & S. Ry., 191
v. Savoy, 137 Wis. 44; 171
v. Savoy, 142 Wis. 127; 205
v. Shockley, 1263
v. Sloane, 435, 437, 494
v. Smith, 108 Mich. 69; 341
v. Smith, 104 Minn. 40; 1361
v. Snyder, 1028
v. Sparks, 1347
v. State, 311*f*
v. Thompson, 692*a*
v. Truitt, 1023
v. Western U. T. Co., 387
Anderson, Succession of, 339
Anderson County *v.* Hays, 692*e*
Anderson Electric Co. *v.* Cleburne Water Co., 740
Anderson, L. & St. L. R. R. *v.* Kernodle, 95
Anderton *v.* Arrowsmith, 340
v. Milwaukee, 1112*a*
Andes Ins. Co. *v.* Fish, 725
Andre *v.* Morrow, 1061
Andrews *v.* Appel, 979
v. Askey, 471
v. Bartholomew, 449
v. Booth, 50
v. Chicago, etc., R. R., 574*a*
v. Clark, 303, 313*a*, 316, 519
v. Costican, 317
v. Davison, 968, 974
v. Durant, 296, 317, 493
v. Glenville Woolen Co., 237, 685, 685*l*
v. Hammond, 1272
v. Hoover, 753, 755
v. Huckabee, 311*c*
v. Keeler, 325
v. McCoy, 973
v. Minter, 984*a*
v. Singer Mfg. Co., 363, 363*a*
v. Stone. 1263
Andrews *v.* Winter, 984
Andrus *v.* Bradley, 302*a*
Anerly, The, 587
Angel *v.* Miller, 345
Angell *v.* Hartford F. I. Co.. 727
v. Hopkins, 1296
v. Pruyn, 768
Angier *v.* Taunton Paper Manufacturing Co., 80*a*
Angle *v.* Hanna, 673*f*
Anglin *v.* Columbus, 1368
Anglo-American Packing & P. Co. *v.* Baier, 1357
Angus *v.* Scully, 655*c*
Ankeny *v.* Clark, 733*a*
Anketel *v.* Converse, 345
Ann Caroline, The, 594, 598
Annapolis & B. S. L. R. R. *v.* Ross, 655
Anna Maria, The, 175
Annas *v.* Milwaukee & N. R. R., 580
Annis *v.* Upton, 1258
Anony., 108 N. Y. 660; 1208
Anony., 94 U. S. 695; 1230
Anony., 56 Barb. 466; 1185
Anony., Y. B. 6 Edw. 4, 7, 18; 118
Anony., Y. B. Lib. Assis. 287, 17; 118
Anon., 19 H. 6; 44, 96*a*
Anon., 2 Ld. Raym. 938; 955, 97
Anon., 6 Mod. 11; 675*c*
Anon., 1 Strange, 407; 733*a*
Anon., Minor (Ala.), 52, 12 Am. Dec. 31; 50
Anon. *v.* Moor, 451
Ant, The, 10 Fed. 294; 587
Ant, The, 13 Fed. 91; 595
Anthony *v.* Gilbert, 76, 365
v. Moore & Munger Co., 312
v. New York & P. B. R. R., 1295
v. Percifull, 791
v. Slaid, 120
v. Stephens, 451
Anthony Ittner Brick Co. *v.* Ashby, 577
Antle *v.* Sexton, 1028
Antoine Co. *v.* Ridge Co., 935
Anvil Min. Co. *v.* Humble, 192, 193
Apalachicola *v.* Apalachicola Land Co., 908
Apgar *v.* Hiler, 803
Apollinaris Co. *v.* Venable, 685
Apollon, The, 235

[References are to sections]

Appleby *v.* Myers, 655*c*
v. State, 692*h*
Applegate *v.* Hogan, 755
v. Jacoby, 418
Appleton *v.* Marx, 999*h*
Application for Drainage, Matter of, 1148
Apps *v.* Day, 1368
Arbush *v.* Oakdale, 1148
Arcata & Mad. R. Ry. *v.* Murphy, 252
Arasmith *v.* Temple, 385
Arcambel *v.* Wiseman, 235
Archbold *v.* Building, etc., Assoc., 324*a*
Archer *v.* Milwaukee, A. E. & S. Co., 619
v. Williams, 508, 527
Archibald *v.* Davis, 86*a*
Arctic Bird, The, 844
Arden *v.* Goodacre, 552, 553
Area *v.* Milliken, 817
Arents *v.* Com., 346
Arentsen *v.* Moreland, 1010
Argentine, The, 589
Argentino, The, 196, 593
Argotsinger *v.* Vines, 933, 1295
Aries, The, 587
Arimond *v.* Green Bay & Miss. C. Co., 1116
Arkansas & L. Ry. *v.* Stroude, 77 Ark. 109, 91 S. W. 18; 368
Arkansas & L. Ry. *v.* Stroude, 82 Ark. 117; 894, 1341
Arkansas Lumber Co. *v.* Wallace, 1355
Arkansas M. Ry. *v.* Robinson, 44
Arkansas River Packet Co. *v.* Hobbs, 221*b*
Arkansas V. & W. R. R. *v.* Witt, 1123
Arkansas V. L. & C. Co. *v.* Mann, 182*a*, 498
Arkansas V. T. &. L. Co. *v.* Lincoln, 182, 607
Arlington, Lord *v.* Merricke, 692*d*
Armagost *v.* Rising, 1261
Armentrout *v.* St. Louis, K. E. & N. R. R., 119
Armfield *v.* Marsh, 203
Armonia, The, 593
Armory *v.* Delamirie, 76, 170*a*, 1300
Armour *v.* Czischki, 1367
v. Gundersheimer, 212*b*
Armour & Co. *v.* Kollmeyer, 43*i*, 121*b*
Armour Packing Co. *v.* Orrick, 684*a*
Armstrong *v.* American Exch. Nat. Bank, 301, 311*f*
v. Auburn, 1355
v. Jackson, 481
v. Maybee, 999*j*
v. Percy, 774
v. Pierson, 233, 451
v. Rhoades, 487*a*, 489
Armytage *v.* Haley, 1368
Arn *v.* Mathews, 933
Arnd *v.* Amling, 76
Arndt *v.* Keller, 656
Arnold *v.* Atchison, T. & S. F. Ry., 222
v. Blabon, 734, 1296
v. Commonwealth, 692*i*
v. Rhode Island Co., 1342
v. Savings Co., 364
v. State, 692*f*
v. Suffolk Bank, 747
v. Woodward, 905
Arnott *v.* Redfern, 285, 287
v. Spokane, 153*a*, 308, 622*b*
v. Standard Assoc., 448*d*
Aronson *v.* H. B. Claflin Co., 741
Arpin *v.* Burch, 317
Arrigoni *v.* Johnson, 979
Arrington *v.* Wilmington & W. R. R., 519, 524, 853
Arris *v.* Stukely, 569
Arrowsmith *v.* Gordon, 497, 606, 1261
Artherholt *v.* Erie E. M. Co., 380
Arthur *v.* The Cassius, 844
v. Chicago, R. I. & P. Ry., 318
v. Moss, 774
v. Wheeler & W. M. Co., 303, 316
Arzaga *v.* Villalba, 375
Asfar *v.* Blumdell, 710
Ash *v.* Beck, 762
Ash *v.* Brewton, 301
Ashburner *v.* Balchen, 211, 858
Ashby *v.* Bates, 1286
v. Sharp, 688
v. White, 29, 32, 97
Ashcom *v.* Smith, 1023
Ashcraft *v.* Allen, 636
v. Chapman, 482
Ashdown *v.* Ely, 992
v. Ingamells, 628
Ashe *v.* De Rossett, 151

[References are to sections]

Ashe *v.* Harris County, 337
Asheboro W. & M. Co. *v.* Southern Ry., 152
Asher *v.* Louisville & Nashville R. R., 1138*a*
v. Stacey, 199
Ashford *v.* Thornton, 15
Ashhurst *v.* Field, 306
Ashkanazy *v.* Sachs, 614
Ashland L. S. & C. Co. *v.* Shores, 618, 620, 657
Ashley *v.* Aberdeen, 1350
v. Rocky M. B. T. Co., 222, 897a
v. Root, 810
v. Warner, 87
Ashmead *v.* Wilson, 906, 910
Ashmore *v.* Cox, 737
Ashton *v.* Margolies, 614
Ashuelot R. R. *v.* Elliot, 304, 325, 346
Ashworth *v.* Wells, 768
Aslin *v.* Parkin, 911, 920
Asmossen *v.* Swift & Co., 1363
Aspinwall *v.* Blake, 345
Asprey *v.* Levy, 705
Assignment of Murdoch, *In re*, 311*f*
Astley *v.* Weldon, 395, 398
Astrachan, The, 243*b*
Aswell *v.* Scranton, 1142
Atchison *v.* The Doctor Franklin, 592
v. Lyon, 1161
v. Rose, 1303
Atchison & N. R. R. *v.* Garside, 1110
v. Gough, 1154, 1167
Atchison County Bank *v.* Byers, 777
Atchison, T. & S. F. Ry. *v.* Armstrong, 1108
v. Arthurs, 937*a*
v. Ayers, 316
v. Bivins, 844
v. Blackshire, 1148
v. Boerner, 1123
v. Bourdett, 854
v. Briggs, 932
v. Brown, 575
v. Chamberlain, 368
v. Chance, 43*g*
v. Chicago, etc., R. R., 1021, 336*a*
v. Click, 1354
v. Cross, 575
v. Cuniffe, 1342
Atchison *v.* Fajardo, 1367
v. Gabbert, 293
v. Geiser, 933
v. Grant, 852
v. Hamilton, 933
v. Hastings, 1348
v. Hogue, 363, 1342
v. Hughes, 1367
v. Huitt, 932
v. Lawler, 844
v. Lee, 1353
v. Luening, 1112
v. McGinnis, 43*f*
v. Moore, 1326
v. Osage County, 1174
v. Palmore, 1309
v. Rice, 1270
v. Richards, 1331
v. Ringle, 368
v. Ryan, 574
v. Seeger, 1355
v. Schneider, 1157, 1169
v. Sledge, 1357
v. Smythe, 852
v. Stewart, 1353
v. Thul, 1309
v. Townsend, 584
v. Van Belle, 580*a*, 1367
v. Weber, 579
v. Wilson, 573*a*, 580
Atherton *v.* Cochran, 310*a*
v. Fowler, 334
v. Williams, 806
Athletic Baseball Assoc. *v.* St. Louis S. P. Assoc., 607
Athlone Rifle Range, *In re*, 1105
Atkin *v.* Acton, 674
Atkins *v.* Baily, 681*a*
v. Barnstable, 657
v. Cobb, 755, 762, 1060
v. Gladwish, 233
v. Hosley, 774
v. Moore, 76, 77, 691*b*
v. Van Buren School Twp., 107*b*
Atkinson *v.* Atlantic & P. R. R., 293
v. Beard, 71, 74, 999*h*
v. Burton, 824
v. Coatsworth, 789
v. Hewett, 73
v. Morse, 614

[References are to sections]

Atkinson *v.* Newcastle & G. W. W. Co., 164
v. Richardson, 302
Atkisson *v.* The Castle Garden, 844
Atkyns *v.* Kinnier, 418
Atlanta *v.* Central R. R., 1137
v. Green, 1123, 1137
v. Word, 1154*a*, 1160*a*
Atlanta & B. A. L. Ry. *v.* Brown, 125*a*, 937
v. Wood, 947
Atlanta & L. G. R. R. *v.* Hodnett, 613
Atlanta & W. P. R. R. *v.* Haralson, 171*a*
v. Hudson, 435*a*, 438
v. Johnson, 41, 86*c*, 1306
v. Newton, 580*a*
v. Potts, 366
v. Smith, 486*b*
v. Texas Grate Co., 854
v. Venable, 577
Atlanta Elevator Co. *v.* Fulton Bag & Cotton Mills, 84, 85*a*
Atlanta I. & C. Co. *v.* Mixon, 438
Atlanta Ins. Co. *v.* Manning, 722
Atlanta Nat. Bank *v.* Davis, 171*a*, 1310*a*
Atlanta S. A. B. Ry. *v.* Thomas, 630
Atlanta S. C. O. Mills *v.* Coffey, 226*d*
Atlanta St. R. R. *v.* Jacobs, 41*a*
Atlanta Terra Cotta Co. *v.* Ga. R. & E. Co., 1166*c*
Atlantic & B. Ry. *v.* Howard Supply Co., 844
Atlantic & C. A. L. Ry. *v.* Victor Mfg. Co., 1256*c*
Atlantic & D. Ry. *v.* Delaware Construction Co., 189, 647*b*, 647*c*
Atlantic & D. R. R. *v.* Peake, 1110
Atlantic & G. C. C. C. Co. *v.* Maryland Coal Co., 363*a*, 368, 935
Atlantic & G. W. R. R. *v.* Campbell, 1293
v. Dunn, 360, 380
v. Koblentz, 331*a*
Atlantic & N. C. R. R. *v.* Atlantic & N. C. Co., 803
Atlantic & P. Co. *v.* Barnes, 681*a*
Atlantic & W. P. Ry. *v.* Newton, 574*a*
Atlantic C. L. R. R. *v.* Davis, 926
Atlantic C. L. R. R. *v.* Goodwin, 851
v. Moore, 171*a*
v. Powell, 1271*a*
v. Turner, 1326
Atlantic Coast Line R. R. *v.* Dees, 121*b*
Atlantic Consolidated St. Ry. *v.* Keeny, 365
Atlantic Ins. Co. *v.* Bird, 841
Atlantic Nat. Bank *v.* Davis, 1310*a*
v. Harris, 303
Atlantic Phosphate Co. *v.* Grafflin, 308
Atlas, The, 30, 588, 590, 591, 592, 599
Atlas Bank *v.* Doyle, 703
Atlas P. C. Co. *v.* Hopper, 742*a*
Atlas S. S. Co. *v.* The Colon, 596
Atlee *v.* Packet Co., 599
Atrops *v.* Costello, 377*a*, 575
Attack *v.* Bramwell, 943, 990*a*
Attersoll *v.* Stevens, 69, 71, 950, 999*a*
Attorney General *v.* Cape Fear Nav. Co., 338
v. Guardian M. L. I. Co., 730
v. Metropolitan Ry., 1098
Attoway *v.* Still, 685*g*
Attrill *v.* Patterson, 1258, 1259
Attwood *v.* Bangor, 95, 924
v. Fricot, 932
Atwater *v.* Trustees, 1111
v. Whiteman, 778, 1030
Atwood *v.* Fagan, 414, 426
v. Forwarding, etc., Co., 438
v. Lucas, 755
v. Union M. F. I. Co., 726
Auburn *v.* Berthiaume, 453
Auchmuty *v.* Ham, 352
Auer *v.* Pennsylvania, 999*f*
Auger *v.* Cook, 121*d*, 199
v. Smith, 1027
August *v.* Finnerty, 1345
Augusta *v.* Marks, 1137
v. Owens, 171*a*
v. Schraneck, 1163
v. Tharpe, 1353
Augusta Factory *v.* Barnes, 376
v. Davis, 573, 575
Augusta Nat. Bank *v.* Hewins, 330
Augusta R. R. *v.* Glover, 571*c*
Augusta Steam Laundry Co. *v.* Debow, 426
Aulger *v.* Clay, 340*b*

Aulick *v.* Adams, 1285
Aulls *v.* Young, 734
Ault *v.* Dustin, 636*c*
Aultman *v.* Case, 767
v. Daggs, 756
v. Mason, 767
v. Shelton, 762
v. Stichler, 535
v. Stout, 762
Aultman & Co. *v.* Ginn, 762
Aultman & T. Co. *v.* Hetherington, 762
Aultman Co. *v.* McDonough, 1060
Aumann *v.* Philadelphia & R. R. R., 1161
Aune *v.* Austin-Williams Timber Co., 214*b*
Aurentz *v.* Porter, 269
Aurora *v.* West, 346
Aurora, The, 1367
Aurora Hill C. M. Co. *v.* 85 M. Co., 935
Austill *v.* Crawford, 822
Austin *v.* Austin, 661
v. Bacon, 444*a*, 445
v. Bartlett, 41*a*
v. Drewe, 723*a*
v. Field, 999*e*
v. Hilliers, 1368
v. Huntsville C. & M. Co., 935
v. Langlois, 519
v. Miller, 55
v. St. Louis & S. F. R. R., 1353
v. Townes, 678
v. Walsh, 1171
v. Wilson, 386
Austin's Will, *In re*, 301*c*
Austin R. T. Ry. *v.* Cullen, 1367
Australian Smelting Co. *v.* British Broken Hill Proprietary Co., 742*a*
Austrian, *see* Leo Austrian.
Autenrieth *v.* St. Louis, etc., R. R., 932, 1140
Auzerais *v.* Naglee, 311
Avakian *v.* Noble, 380*a*
Avant *v.* Watson, 753
Avary *v.* Searcy, 938
Aven *v.* Frey, 185
Avenell *v.* Croker, 100
Avent *v.* Hurd, 914
Avera *v.* Williams, 363*a*
Averett *v.* Brady, 908, 909, 909*a*, 915, 916
Averill C. & O. Co. *v.* Verner, 343
Averitt *v.* Metropolitan St. Ry., 1360
Avery *v.* Brown, 999*b*, 1047
v. Catlin, 506
v. Dickson, 533
v. Dougherty, 999*b*
v. Fitch, 85*a*
v. New York C. & H. R. R. R., 1295
v. Segura Sugar Co., 617
v. Van Dusen, 1147
Avindino *v.* Beck, 565, 565*a*
Avon M. I. Co. *v.* Bateaux, 717
Axle Co. *v.* Michigan Buggy Co., 742*a*
Ayer *v.* Ayer, 301*c*
v. Spring, 921
v. Tilden, 326
v. Western U. T. Co., 885
Ayers *v.* Bartlett, 81
v. Macoughtry, 483
v. Mahuka, 638*a*, 638*b*
v. Metcalf, 298
Aylesbury Mercantile Co. *v.* Fitch, 55*a*, 494*a*
Aylet *v.* Dodd, 395
Ayliff *v.* Hardy, 1328
Ayling *v.* London & India Docks Committee, 674
Ayres *v.* Chicago & N. W. Ry., 854
v. Delaware, L. & W. R. R., 86*c*, 172*a*
v. Hayes, 302
v. Hubbard, 503, 934
v. Pease, 400
v. Richards, 1178

B

B. *v.* I., 451
v. Rome, W. & O. R. R., 1367
B. & C., The, 587
B. A. Stevens Co. *v.* Whalen, 762, 764
B. B. Ford & Co. *v.* Lawson, 246, 636*a*
B. C. Evans Co. *v.* Reeves, 317
B. L. Blair Co. *v.* Rose, 492*a*
B. Roth Tool Co. *v.* Champ Spring Co., 995
B. Shoninger Co. *v.* Mann, 1354

[References are to sections]

Babbet *v.* Belding, 679*a*
Babcock *v.* Appleton Manuf. Co., 667
v. Coldwell, 492*a*
v. Reeves, 685*m*
v. Trice, 1049
Babcock, Matter of, 311*b*
Babcock-Cornish Co. *v.* Urquhart, 1006
Bach *v.* Levy, 762
v. Miller, 316
Bachert *v.* Lehigh C. & N. Co., 948
Bacigalupi *v.* Phœnix B. & C. Co., 419
Backenstoss *v.* Stahler, 493*a*, 1042
Backes *v.* Black, 753
Backus *v.* Cayne, 808
v. Chapman, 906
v. McCoy, 959, 966
v. Richardson, 1276
Bacon *v.* Bacon, 1336
v. Callender, 962
v. Charlton, 1289, 1307
v. Cropsey, 557
v. Pullman Co., 873*a*
v. Thornton, 917
v. Towne, 460
Bader *v.* Galveston, H. & S. A. Ry., 572
Badders *v.* Davis, 655
Baden *v.* McKenney, 921, 922
Bader *v.* Southern Pac. R. R., 872
Badger *v.* Titcomb, 85*a*, 636*g*
Badgett *v.* Broughton, 316, 760
v. Jordan, 325
Badgley *v.* Decker, 474
Badostain *v.* Grazide, 384
Baetjer *v.* Bors, 793*a*
Bagby *v.* Harris, 98
Baggett *v.* Beard, 237
Bagley *v.* Bates, 664
v. Cleveland R. M. Co., 223, 766
v. Findlay, 755
v. Peddie, 404
v. Smith, 193
v. Stern, 312
Bagnal *v.* Sacheverel, 1260
Bagot *v.* Williams, 84
Bahia & S. F. Ry., *In re*, 508
Bahr *v.* Manke, 120*a*
v. N. Pac. Ry., 43*g*
Bailey *v.* Agawam Bank, 970
v. American D. & L. Co., 623
Bailey *v.* Bailey, 445, 480*b*
v. Buchanan County, 346
v. Chicago, M. & S. P. Ry., 933
v. Clay, 1024
v. Damon, 211, 588
v. Fairplay, 911
v. Godfrey, 82
v. Grimes, 83
v. Hastings, 915
v. Hyde, 452
v. Isle of Thanet L. Railways, 1081
v. James, 678
v. Kalamazoo Pub. Co., 448*b*
v. Kling, 1335
v. Krupp, 984
v. Rome, W. & O. R. R., 1356
v. Scott, 979
v. Shaw, 844, 1300
v. Walton, 365
v. Warner, 462, 464
v. Woburn, 1161
v. Woods, 655
Baillie *v.* Bryson, 355
Baillio *v.* Burney, 63
Baily *v.* Carnduff, 834
Bain *v.* Fothergill, L. R. 7 H. L. 158; 603
v. Fothergill, L. R. 6 Ex. 59; 1104, 1007
v. Peters, 340*a*
Bainbridge *v.* Nielson, 711
v. Wilcocks, 310, 311, 341
Baine Lumber Co. *v.* U. S., 1172*a*
Bains *v.* Perry, 908
Bair *v.* Sleicher, 643
Baird *v.* Hall, 278
v. New York Cent. & H. R. R. R., 1354
v. Schuylkill R. E. S. R. R., 1164
v. Tolliver, 408, 424
v. U. S., 84
Baker *v.* Ashe, 439*e*
v. Baker, 339*a*, 636*g*
v. Best, 1347
v. Bolton, 570
v. Boston, 35
v. Boston El. R. R., 1165*a*
v. Bower, 549
v. Corbett, 979

[References are to sections]

Baker *v.* Cornelius, 70
v. Cummings, 310*a*
v. Dewey, 964
v. Drake, 53 N. Y. 211; 30, 214, 228*e*, 429, 510, 828
v. Drake, 66 N. Y. 518; 510, 521
v. Freeman, 214, 565*a*
v. Garratt, 555, 805
v. Hagey, 483
v. Hamburg-American Packet Co., 1354
v. Hart, 76, 935
v. Holtpzaffell, 999*c*
v. Manh. Ry., 180
v. Martin, 705, 803
v. Meisch, 534, 935
v. Metropolitan St. Ry., 1348
v. Mims, 435, 937*d*, 938
v. Morris, 678
v. North East Borough, 43*h*
v. Philadelphia & R. Ry., 1367
v. Public Service Ry., 1356
v. Railsback, 1053
v. Seavey, 1298
v. Secor, 464
v. Shoals, 1108
v. State, 614
v. Western U. T. Co., 881
v. Wheeler, 317, 429, 499, 934
v. Williams Banking Co., 302*a*
Baker's Appeal, 271
Baker Transfer Co. *v.* Merchants' R. & I. M. Co., 608, 614
Balderston *v.* Western U. Tel. Co., 371*a*
Baldridge *v.* Dawson, 536, 537
Baldwin *v.* Bennett, 612, 834*g*
v. Blanchard, 151
v. Bohl, 908
v. Boulware, 448*d*
v. Bradley, 79, 80
v. Central Sav. Bk., 613
v. Chicago, M. & S. P. Ry., 932
v. Cole, 55
v. Collin, 851
v. Fries, 386
v. G. M. Davidson & Co., 494
v. Greenwoods Turnpike Co., 124
v. Lessner, 606*a*
v. Lincoln County, 221*b*
Baldwin *v.* Munn, 959, 1010, 1012
v. Newark, 1148
v. People's Ry., 120*a*, 575
v. Porter, 58
v. San Antonio, 331*a*
v. Sullivan Timber Co., 857
v. United States Tel. Co., 146, 160, 169, 212*a*, 879
v. Walker, 682*a*, 683
v. Western R. R., 1261, 1270
v. Zadik, 333
Baldwin's Appeal, 1308
Baldwin Coal Co. *v.* Davis, 308*a*
Baldwin S. C. Co. *v.* Quinn, 685*k*
Baldy *v.* Stratton, 637*a*, 639, 639*a*
Bale *v.* Mudd, 311
Bales *v.* Wingfield, 547
Ball *v.* Britton, 193, 603, 616
v. Bruce, 474
v. Coggs, 636*m*
v. Horrigan, 462
v. Keokuk & N. W. Ry., 1295, 1308, 1334
v. Levin, 373
v. Liney, 60
v. Nye, 33
v. Peterman Mfg. Co., 1357
Ballard *v.* Shutt, 301*b*
Ballentine *v.* N. Mo. R. R., 856
v. Robinson, 751, 752
Ballet *v.* Ballet, 963
Ballingalls *v.* Gloster, 700
Ballou *v.* Earle, 851
v. Farnum, 46, 47, 485*a*
Balsley *v.* Hoffman, 678
Baltimore *v.* Black, 1151
v. Merryman, 95, 1116
v. Rice, 1156
Baltimore, The, 30, 235, 589, 592
Baltimore & I. R. R. *v.* Springer, 1154
Baltimore & L. T. Co. *v.* Cassell, 121*b*
Baltimore & O. R. R. *v.* Barger, 384
v. Blocher, 380
v. Boyd, 63 Md. 325; 367, 1159
v. Boyd, 67 Md. 32; 931, 932
v. Camp, 490
v. Carr, 42, 862
v. Dougherty, 844
v. Golway, 577
v. Henthorne, 485

[References are to sections]

B. & O. R. R. *v.* Lafferty, 656, 660
v. Lansing, 1157
v. Noell, 573*a*
v. O'Donnell, 492*b*
v. Polly, 655*f*
v. Pumphrey, 152, 583
v. Ragesdale, 851
v. Springer, 1154
v. Stanley, 577
v. State, 24 Md. 271; 574, 578
v. State, 33 Md. 542; 574
v. State, 60 Md. 449; 574
v. State, 63 Md. 135; 573*a*, 577
v. State, 81 Md. 371; 578, 580*a*
v. Stewart, 615
v. Strube, 380, 384
v. Thompson, 125
v. Weedon, 559*a*
v. Wightman, 67*a*, 573*a*, 574*a*, 577
Baltimore & O. S. W. R. R. *v.* Davis, 380
v. Higgins, 75
v. Stewart, 191
v. Then, 170*a*, 575
v. Quillen, 932
Baltimore & P. R. R. *v.* Fifth Baptist Church, 42, 1089, 1111, 1188, 1210
v. Reany, 1116
Baltimore & R. T. *v.* State, 573*a*, 574*a*, 577, 578
Baltimore & S. P. R. R. *v.* Hackett, 203, 225
Baltimore & Yorktown Turnpike *v.* Boone, 360, 366, 372, 380
Baltimore Base Ball Club Co. *v.* Pickett, 667
Baltimore Belt R. R. *v.* McColgan, 932, 1116
v. Sattler, 947
Baltimore C. & A. Ry. *v.* Kirby, 363*a*, 380
Baltimore City Pass. Ry. *v.* Baer, 67*a*
v. Kemp, 121*b*, 150, 868
v. Sewell, 35 Md. 238; 519, 736
v. Sewell, 37 Md. 443; 335
Baltimore F. Ins. Co. *v.* Loney, 301, 721
Baltimore Marine Ins. Co. *v.* Dalrymple, 80, 519
Baltimore P. B. & L. Society *v.* Smith, 1010
Baltimore Smelting Co. *v.* Ammonia Co., 755
Baltzell *v.* Moritz, 620, 1039
Baltzer *v.* Chicago, M. & N. R. R., 1357
Bamberger *v.* Kahn, 686*a*
Bamford *v.* Harris, 1038
Bancroft *v.* Boston, 1147
v. Cambridge, 1151
v. Parker, 567
v. Scribner, 822
Bancroft-Whitney Co. *v.* The Queen, 852
Banderob *v.* Wisconsin Cent. Ry., 1355
Bane *v.* Gridley, 423
Banewur *v.* Levenson, 622
Banfield *v.* Marks, 789
Bange *v.* Flint, 695
Bangor & P. R. R. *v.* McComb, 331*a*, 1166
Bangor Bank *v.* Hook, 705
Bangor Furnace Co. *v.* Magill, 858
Bangs *v.* Bailey, 361
v. McIntosh, 301
Bank *v.* Bowdre, 452
v. Johnson, 979
v. Miller, 917
v. Ward, 120
Bank of Bisbee *v.* Graf, 834
Bank of Brighton *v.* Smith, 678, 694
Bank of California *v.* Western Union Telegraph Co., 878
Bank of Commerce *v.* Goos, 131
Bank of LeRoy *v.* Harding, 490
Bank of Mobile *v.* Huggins, 812, 814, 819
v. Marston, 563*a*
Bank of Montgomery *v.* Reese, 514, 745
Bank of New Orleans *v.* Western U. T. Co., 881
Bank of New South Wales *v.* Milvain, 153*a*
Bank of North Collins *v.* Cary Safe Co., 762
Bank of Orange *v.* Brown, 811
Bank of Owensboro *v.* Western Bank, 818*b*
Bank of Palo Alto *v.* Pacific P. T. C. Co., 380, 506*a*

[References are to sections]

Bank of Rome *v.* Curtiss, 549
v. Mott, 565*b*
Bank of U. S. *v.* Dunseth, 921
v. Magill, 677, 678
Bank of Upper Canada *v.* Widmer, 260
Bank of Victoria *v.* Synnot, 991
Banks of Comrs. *v.* La Fayette Bank, 302*a*
v. Security Trust Co., 302*a*
Banks *v.* Braman, 1306
v. McClellan, 345
v. McDowel, 692*j*
v. Macher, 311*c*
Bann *v.* Dalzell, 287
Bannatyne *v.* Florence Milling & Mining Co., 170
Bannister *v.* Roberts, 345
Bannon *v.* Baltimore & O. R. R., 368, 481
v. Frank, 956
v. Murphy, 748
v. Rohmeiser, 932
Banta *v.* Banta, 666
Bantel *v.* Amer. Mach. Co., 149
Barbee *v.* Reese, 121
Barber *v.* Backhouse, 1050
v. Barber, 445
v. Dewes, 435
v. Ellingwood, 512, 531, 821
v. Hathaway, 497*c*
v. Rose, 1046
Barber A. P. Co. *v.* Wabash, 419
Barbour *v.* Flick, 1030, 1071
v. Nichols, 1007, 1012
v. Stephenson, 47, 473
Barbour Co. *v.* Horn, 86*c*, 490
Barclay *v.* Copeland, 385
v. Gooch, 797
v. Kennedy, 311, 344
v. Puget S. L. Co., 1357
v. Russ, 278
v. Stirling, 1034
Barclay R. R. *v.* Ingham, 1172*a*
Barcus *v.* Hannibal R. C. & P. P. R., 660, 662
Barden *v.* Portage, 932, 1177
Bardwell *v.* Jamaica, 214*a*
Bare *v.* Hoffman, 93, 319, 320, 941
Barelli *v.* Brown, 310
Barg *v.* Bousfield, 1357
Barham *v.* Massey, 531*a*
Barholt *v.* Wright, 487
Barhyte *v.* Hughes, 1042
Barkalow *v.* Pfeiffer, 656, 657
Barker *v.* Anderson, 222
v. Bates, 943
v. Borzone, 858
v. Chase, 76
v. Cory, 492
v. Dixie, 1368
v. Green, 98, 547
v. Jefferson, 1353
v. Knickerbocker Ins. Co., 667
v. Lewis Storage & Transfer Co., 251, 251*a*, 315
v. Mann, 741, 762
v. Prizer, 446
v. Taunton, 1147
v. Troy & Rutland R. R., 656
v. Western U. T. Co., 170, 888
v. Westover, 431
Barley *v.* Chicago & A. R. R., 575, 580
v. Mill Creek C. Co., 924*a*
Barlow *v.* Lowder, 98, 364, 365, 372
v. United States, 614
Barnard *v.* Bartholomew, 308*a*, 310, 314
v. Conger, 734
v. National F. I. Co., 722*a*
v. Poor, 193, 233, 358
Barned *v.* Hamilton, 745
Barnes *v.* Bartlett, 540
v. Berendes, 182
v. Bluthenthal, 755
v. Brown, 107*d*, 619, 735*a*
v. Campbell, 47
v. Clement, 412
v. Coal Co., 89
v. Columbia Lead Co., 575, 1367
v. Cushing, 681*a*
v. Jones, 930*a*
v. Keene, 486*c*
v. Martin, 50, 486
v. Michigan Air Line Ry., 1109
v. Seligman, 735*a*
v. Squier, 1031
v. Viall, 466
v. Western U. T. Co., 45*a*, 226*j*, 894
v. Willett, 553, 554

[References are to sections]

Barnes' Estate, *In re*, 301*c*
Barnett *v.* Chicago & A. R. R., 862
v. Elwood Grain Co., 208*a*, 734, 741
v. Hughey, 964
v. Lucas, 85*c*
v. Luther, 108, 599*a*
v. Montgomery, 982
v. Thompson, 517*a*
Barnette *v.* Hicks, 1325
Barnette S. M. Co. *v.* Fort Harrison L. Co., 614
Barney *v.* Dewey, 32
v. Douglass, 537, 540
v. Dudley, 259, 730
v. Saunders, 311*e*
v. Spangler, 667, 673*c*, 673*d*
Barnhart *v.* Edwards, 336
v. Hughes, 968
Barningham *v.* Smith, 636*b*
Barns *v.* Learned, 964, 975
Barnum *v.* Chicago, M. & St. P. Ry., 584*a*
v. Turnbull, 339*a*
v. Vandusen, 125, 927
Barnwell *v.* Mitchell, 705
Baron *v.* Abeel, 920
Barr *v.* City of Kansas, 1363
v. Hack, 451
v. Haseldon, 304
v. Henderson, 618
v. Kimball, 990*c*
v. Logan, 753, 755
v. Moore, 377, 386
v. Omaha, 1130
v. Stevens, 35
v. Van Duyn, 660, 670
Barrall *v.* Quick, 1155
Barrante *v.* Garratt, 493
Barre Water Co. *v.* Carnes, 685*l*
Barree *v.* Cape Girardeau, 1355
Barrelett *v.* Bellgard, 55
Barrere *v.* Somps, 302*a*
Barrett *v.* Bowers, 685*k*
v. Grand Rapids Veneer Works, 189, 614
v. Kelly, 915
v. Mobile, 383*c*
v. Porter, 969
v. Raleigh, C. & C. Co., 613
Barrett *v.* Verdery, 753
Barretts P. & H. D. E. Co. *v.* Wharton, 620
Barrick *v.* Schifferdecker, 48 Hun, 355; 93
v. Schifferdecker, 123 N. Y. 52; 932
Barrie *v.* Quimby, 737
Barrington *v.* Washington Bank, 694
Barron *v.* Morrison, 334
v. Mullin, 258, 758
v. The Mayor of Baltimore, 1107
Barrow *v.* Arnaud, 563
v. Hill, 1286*b*
v. Reab, 312, 313*a*
v. Window, 1060
Barrows *v.* Fox, 942
Barruso *v.* Madan, 1261
Barry *v.* Bennett, 81
v. Cavanagh, 753
v. Chicago I. & S. L. S. L. Ry., 925
v. Harris, 418
v. Kurshan, 1347
v. Mandell, 793
Barstow *v.* Robinson, 308*a*
Bartells *v.* Redfield, 340
Bartelt *v.* Braunsdorf, 975
Bartenbach, *In re*, 302
Barth *v.* Burt, 1073
v. Kansas City El. Ry., 573*a*, 574
v. Merritt, 1326
v. Union Nat. Bank, 257
v. Ward, 980
Barthgate *v.* Haskin, 343
Bartholomew *v.* Bentley, 32
v. Jackson, 673*d*
Bartlett *v.* Bangor, 1160*a*
v. Blanchard, 734
v. Blanton, 334
v. Brickett, 537
v. Farrington, 1058
v. Holmes, 1043
v. Kidder, 78, 83
v. Marshall, 302*a*
v. Odd Fellows' S. Bank, 834*g*
v. Slater, 301*c*
v. Smith, 1007
v. Western U. T. Co., 874, 876
v. Wheeler, 681*a*
Bartlett, *In re*, 301*c*

[References are to sections]

Bartley *v.* Richtmyer, 474
v. Trorlicht, 1262
Barton *v.* Bruley, 488
v. Fisk, 685*i*
v. Glover, 418
v. Shull, 691*a*
Barton-Child Co. *v.* Scarborough, 734
Barton Coal Co. *v.* Cox, 83*b*, 363*a*, 935
Bartram *v.* Hering, 984, 1009
Bartsh *v.* Atwater, 267
Bascom *v.* Manning, 1072
Bash *v.* Bash, 1020
Basham *v.* Hammond Packing Co., 121*b*
Basler *v.* Nichols, 89
Bass *v.* C. & N. W. Ry., 36 Wis. 450; 357, 380
v. Chicago & N. W. R. R., 39 Wis. 636; 1328
v. Chicago & N. W. Ry., 42 Wis. 654; 379
v. Postal T. C. Co., 885
v. West, 70, 127*a*, 988
Bassett *v.* Bassett, 1012*a*
v. Fairchild, 673*e*
v. French, 666
v. Kinney, 311*e*
v. Salisbury Manuf. Co., 33, 99
v. Sanborn, 301, 657, 824*a*
Bastable *v.* Denegal, 819
Bastard *v.* Bastard, 841
Basten *v.* Butter, 1036, 1037
Basye *v.* Ambrose, 408, 413
Batchelder *v.* Bartholomew, 1275
v. Sturgis, 156, 606, 967, 975, 976, 979, 980*a*
Bate *v.* Burr, 308
v. Philadelphia, etc., R. R., 1160
Bateman *v.* Goodyear, 930*a*
v. Ryder, 251
Bateman, *Ex parte*, 623, 817
Batemann *v.* Cook, 367
Bates *v.* Callender, 360, 373*a*
v. Clark, 55, 494, 563*b*
v. Courtwright, 60
v. Fisk Brothers' Wagon Co., 764
v. Hamilton, 305
v. Hudson, 673*f*
v. Loomis, 107*a*
v. Ray, 942
Bates *v.* St. Johnsbury & L. C. R. R., 323, 1221, 1244
v. Stansell, 519
v. Starr, 310
v. Warrick, 76 N. J. L. 108; 932
v. Warrick, 77 N. J. L. 387; 182*a*
v. Wilson, 334
v. Wynn, 301*b*
Bates Mach. Co. *v.* Norton Iron Works, 165, 742*a*
Bathke *v.* Krassin, 1338
Bathrick *v.* Coffin, 193
Batson *v.* Higginbothem, 99, 347
Battell *v.* Wallace, 449
Batten *v.* Transit Co., 485*a*
Batterman *v.* Pierce, 1046, 1047, 1053
Batterson *v.* Chicago & G. T. Ry., 47, 865
Battey *v.* Holbrook, 675*e*, 676
Battis *v.* Hamlin, 531*a*
Battishill *v.* Reed, 74
Battle *v.* Rochester City Bank, 1012*a*
v. Western U. T. Co., 894
Battler, The, 598
Battley *v.* Faulkner, 84, 773
Baudin *v.* Pollock, 334
Bauer *v.* Gottmanhausen, 384*a*
v. Ollendorf, 1347
v. Richter, 574, 574*a*
v. Roth, 789
Bauer Grocer Co. *v.* Zelle, 324*a*
Baughan *v.* Brown, 633*a*
Baum *v.* Reed, 334
Bauman *v.* Lamont, 1336
v. New Castle, 1151
Baumgarten *v.* Alliance Assur. Co., 370
Baumier *v.* Antiau, 930
Bautel *v.* American Mach. Co., 980*a*
Baxendale *v.* London, C. & D. Ry., 236, 240, 241, 850
Baxley *v.* Tallassee & M. R. R., 843, 843*a*
Baxter *v.* Bradbury, 977
v. Campbell, 363, 387
v. Dominion Tel. Co., 876
v. Gilson Collins Co., 740
v. Magill, 365
v. Ryerss, 956, 982
v. State, 988*a*
v. Taylor, 74

[References are to sections]

Baxter *v.* Waite, 310
v. Wales, 606*c*
v. Winooski Turnpike Co., 35, 946
Bay Shore R. R. *v.* Harris, 86*c*
Bayard *v.* Inglis, 905
Baychester Ave., *In re*, 1172*a*
Bayle *v.* Norris, 934
Bayles *v.* Savery Hotel Co., 1363
Bayley *v.* Bates, 544, 557
Baylis *v.* Scudder, 685*m*
Bayliss *v.* Fisher, 55, 435
v. Pearson, 339*a*
Bayly *v.* Lawrence, 999*d*
Baynard *v.* Harity, 148
Bazemore *v.* Bynum, 676
Bazin *v.* Steamship Co., 317, 844
Beach *v.* Colles, 310*a*
v. Crain, 89, 636*h*, 999*h*
v. Hancock, 42, 481
v. Mullin, 674
v. Nordman, 982
v. Stouffer, 673*d*
Beakes *v.* Holman, 991
Beal *v.* Finch, 431, 1279
Beale *v.* Boston, 243*c*, 252, 1178
v. Hayes, 413, 679
v. Seiveley, 973
v. Thompson, 983
Beall *v.* Beall, 336
v. Pearre, 1072
v. Silver, 334
Beals *v.* Guernsey, 295, 317
v. Supervisors, 337
v. Terry, 734
Beam *v.* Beatty, 678, 679*a*
Beaman *v.* Martha Washington Min. Co., 575
v. Stewart, 565
Bean *v.* Carleton, 197, 618
v. Chapman, 340*c*
v. Green, 1254
v. Harrington, 973
v. Mayo, 973
v. Travelers' Ins. Co., 731
v. Wells, 439*f*
Bear *v.* Harriss, 121*a*
Bearce *v.* Jackson, 956
Beard *v.* Delany, 408, 1008
Bearden *v.* Smith, 408
Beardmore *v.* Barton, 1342
Beardmore *v.* Carrington, 350
Beardslee *v.* Horton, 305
Beardsley *v.* Bridgman, 448*d*
v. Davis, 817
v. Lehigh V. Ry., 1164
v. Root, 797
v. Swann, 41, 226*f*, 483
v. Webber, 302*a*
Beare *v.* Wright, 777
Bearse *v.* Pigs of Copper, 599*c*
Bearss *v.* Preston, 82
Beasley *v.* Meigs, 447
v. Philips, 961, 976, 979
v. Swinton, 1027
v. Western U. T. Co., 45*a*, 894
Beath *v.* Rapid Ry., 47, 1270, 1270*a*
Beatrice Gas Co. *v.* Thomas, 924, 948
Beattie *v.* Detroit, 226*f*
v. Moore, 1368, 1369
v. New York & L. I. C. Co., 612
v. New York, N. H. & H. R. R., 610
Beatty *v.* How Lumber Co., 655*a*
v. Oille, 109
Beauchamp *v.* Damory, 963, 975
v. Taylor, 91
Beaudrot *v.* Southern Ry., 363, 387
Beauerle *v.* Michigan C. Ry., 121*b*
Beaulieu *v.* Great Northern Ry., 45, 856*a*
v. Parsons, 1326
Beaumont *v.* Greathead, 105
Beaumont Lumber Co. *v.* Ballard, 69
Beaupland *v.* McKeen, 975, 977
Beaupre *v.* Pacific & Atlantic Telegraph Co., 879
Beave *v.* St. Louis Transit Co., 1363
Beaver County *v.* Armstrong, 346
Beavers *v.* Bowen, 481
Beck *v.* Devereaux, 89
v. Dowell, 111 Mo. 506; 385
v. Dowell, 40 Mo. App. 71; 490, 1271*a*
v. Indianapolis L. & P. Co., 423
v. Pennsylvania R. R., 1142
v. Thompson, 108 Ga. 242; 665
v. Thompson, 31 W. Va. 459; 359, 481
v. Staats, 962, 1012
v. West, 834*c*

[References are to sections]

Becker *v.* Albany Ry., 1347, 1360
v. Bailies, 81
v. Dunham, 82, 565
v. Dupree, 363, 364, 366, 378
v. Feizenbaum, 492*b*
v. Lincoln R. E. & B. Co., 486
v. Met. El. R. R., 1208
v. People, 688
v. Philadelphia & R. T. R. R., 331*a*, 1169
v. Staab, 533
Beckerle *v.* Brandon, 1254
Beckett *v.* Grand T. Ry., 67*a*
v. Midland Ry., 1092, 1093, 1097
Beckford *v.* Hood, 543
v. Montague, 557
Beckham *v.* Collins, 361
v. Drake, 399, 413
Beckley *v.* Munson, 806
Beckman *v.* Fulton Counties Farmers' Mut. F. Ins. Assoc., 725
v. Lincoln & N. W. R. R., 1165*c*
v. Skaggs, 234
Beckwith *v.* Hartford & N. H. R. R., 325
v. Nott, 636*g*
v. Talbot, 625
Bedell *v.* Powell, 1266
v. Shaw, 916
Bedford *v.* Bedford, 921
v. Dawson, 1096
v. Hol-Tan Co., 760
Bedingfield *v.* Onslow, 931
Bedtkey *v.* Bedtkey, 443
Bee Printing Co. *v.* Hichborn, 650, 656, 1289
Bee Pub. Co. *v.* World Pub. Co., 358
Beebe *v.* Newark, 331*a*
Beecher *v.* Baldwin, 969, 979, 1041
v. Denniston, 493
v. Derby Bridge Co., 234, 359
v. Long Island R. R., 1367
Beecker *v.* Vrooman, 1060
Beede *v.* Lamprey, 499, 502
Beekman *v.* Van Dolsen, 803
Beekman L. Co. *v.* Kittrell, 614
Beeler *v.* Butte & L. C. D. Co., 410*b*
Beeman *v.* Banta, 620, 766
Beers *v.* Board of Health, 224
v. Hamburg-American Packet Co., 131, 441
Beers *v.* Reynolds, 308
v. Walhizer, 1255
Beeson *v.* Green Mountain G. M. Co., 573*a*
Beeston *v.* Collyer, 664
Beetz *v.* Brooklyn, 126*d*
Beetem *v.* Follmer, 1012
Befoy *v.* Wilson, 934*a*
Beggarly *v.* Craft, 448*b*
Begole *v.* McKenzie, 660
Begue *v.* Herbert, 337
Behm *v.* Damm, 1298
v. W. U. Tel. Co., 890
Behrens *v.* McKenzie, 685*b*
Beidler *v.* Fish, 134
v. Sanitary District, 1138
Beir *v.* Cooke, 924, 1208
Beiser *v.* Grever & Twaite Co., 36*a*
Beisiegel *v.* New York C. R. R., 1303
Belair *v.* Chicago & N. W. R. R., 1328
Belch *v.* Big Store Co., 625
Belck *v.* Belck, 364
Belden *v.* Nicolay, 734, 747
v. Perkins, 79, 80
v. Seymour, 965
Belding *v.* Black Hills & Ft. P. R. R., 570*b*
v. Blum, 996
v. Johnson, 1255
Belfast & B. Ry. *v.* Keys, 873
Belford, Clark & Co. *v.* Scribner, 1246*b*
Belfour *v.* Raney, 107*a*
Belgenland, The, 589, 593, 594
Belknap *v.* Boston & M. R. R., 380, 385, 1330
v. Godfrey, 1074
Bell, The, 595, 596
Bell *v.* Arndt, 311*b*
v. Atlantic C. R. R., 1337
v. Barnet, 909*a*
v. Bell, 20 Ga. 250; 1256*h*
v. Bell, 25 S. C. 149; 325
v. Boston, 1154*c*
v. Boyd, 797
v. Camm, 1286*b*
v. Campbell, 537, 538
v. Cunningham, 156, 428, 825
v. Daniels, 1220, 1226
v. Farnsworth, 451
v. G. Ober & Sons Co., 497*d*

Bell *v.* Giberson, 638*a*, 639
v. Globe Lumber Co., 1356
v. Great N. Ry., 43*h*, 861
v. Gulf & C. R. R., 481
v. Hatfield, 753
v. Hayden, 999*h*
v. Jordan, 734
v. Keays, 606*a*
v. Logan, 295
v. McClintock, 940
v. Medford, 913
v. Mendenhall, 310
v. Midland Ry., 360
v. Mills, 768
v. Morrison, 490, 1279, 1328
v. Morse, 1337
v. Mut. Mach. Co., 121*d*
v. Norris, 1263
v. Park, 451
v. Paul, 679*a*
v. Reynolds, 191, 734
v. Rice, 304
v. Teague, 656
v. Truit, 424
v. U. S. Stamping Co., 1225, 1231
v. Walker, 606*a*, 620
v. Ward, 1031
Bellamy *v.* Ragsdale, 1017
Beller *v.* Levy, 1347, 1355
Bellinger *v.* New York Central R. R., 1112, 1182
Bellingham, The, 587
Bellingham Bay, etc., R. R. *v.* Strand, 331*a*, 1171, 1174
Belloc *v.* Davis, 269
Belloni *v.* Freeborn, 789
Bellows *v.* Litchfield, 959
Belmont Mining & Milling Co. *v.* Costigan, 73, 685*h*
Belt *v.* Lawes, 1330
v. Washington W. P. Co., 630
v. Worthington, 78, 529
Belting *v.* Hobbett, 584
Belton *v.* Lockett, 490
v. London County Council, 1084
Belvidere City Ry. *v.* Bute, 1364
Belyea *v.* Minneapolis, 226*f*, 486
Bement *v.* Smith, 751
Bemis *v.* Gannett, 685
Bemmerly *v.* Woodward, 311*a*
Bench *v.* Potts, 741
v. Sheldon, 439*a*
Bender *v.* Bender, 651
v. Brooks, 935
v. Fromberger, 38, 959, 960
Bender Lumber Co. *v.* Wilmington Iron Works, 742*a*
Bendernagle *v.* Cocks, 636*g*, 636*h*
Bendich *v.* Scobel, 226*c*, 386, 932
Benedict *v.* Goit, 1108
v. Guardian Trust Co., 777
Benesch *v.* Weil, 531
Benham *v.* Dunbar, 1295
Benjamin *v.* Benjamin, 936
v. Gulf, C. & S. F. Ry., 948
v. Hillard, 764
v. Stremple, 78
Benjamin F. Hunt, Jr., The, 589
Benkard *v.* Babcock, 340*b*, 991
Benner *v.* Phœnix Towing & Transp. Co., 610
Benners *v.* Clemens, 274
Bennet *v.* Jenkins, 301*b*
v. Johnson, 310
Bennett *v.* Alcot, 929, 1326
v. Bartlett, 774
v. Beam, 53, 638, 638*a*, 639, 641*c*
v. Bennett, 448*d*
v. Brooklyn Heights R. R., 1254, 1358
v. Brown, 680
v. Buchan, 30, 376, 634
v. Buchanan, 799
v. Byram, 841
v. Clemence, 935*a*
v. Cook, 343
v. Dowling, 803
v. Drew, 844
v. Dyer, 163
v. Gibbons, 234, 359
v. Jenkins, 959, 981
v. Lambert, 685*l*
v. Latham, 303
v. Levi, 1249, 1366
v. Lockwood, 226*c*, 437, 540
v. Marion, 102 Ia. 425; 380*b*
v. Marion, 106 Ia. 628; 1110, 1148
v. Matthews, 447
v. Morton, 667
v. New Orleans, 1112

[References are to sections]

Bennett *v.* Phelps, 655*b*
v. Salisbury, 378
v. Smith, 21 Barb. 439; 480
v. Smith, 23 Hun 50; 383*a*
v. Telegraph Co., 894*b*
v. Thompson, 502, 933, 934
v. Woody, 1140
Bennett Water Co. *v.* Millvale, 632
Bennum *v.* Coursey, 96, 98
Bensel *v.* Lynch, 554
Bensinger *v.* Erhardt, 1023
Benson *v.* Altoona & L. V. E. Ry., 1306
v. Atwood, 219
v. Central P. R. R., 119
v. Chicago & A. R. R., 91, 924
v. Connor, 126*b*, 435, 435*a*
v. Gibson, 395
v. Malden & M. G. L. Co., 226*d*
v. New Jersey R. R. & T. Co., 856
v. Port Huron Co., 762
v. Waukesha, 107*c*, 109
v. Wilmington, 948
Benson Mining & S. Co. *v.* Alta Mining & S. Co., 935
Bentley *v.* Atlanta, 1110
v. Fischer L. & M. Co., 121*d*, 128, 233, 363*a*, 1344
v. West, 310
Benton *v.* Chicago, R. I. & P. Ry., 575
v. Craig, 303
v. Fay, 153, 190, 195, 208*a*, 740, 742
Benton County *v.* Rutherford, 978
Bentonville R. R. *v.* Baker, 1156
Bentz *v.* Northwestern Aid Assoc., 732
Benziger *v.* Miller, 149, 607
Bercich *v.* Marye, 539
Beresford *v.* McCune, 762
Berg *v.* Great Northern Ry., 226*j*
v. Parsons, 932
v. R. R., 366, 380
v. U. S. Leather Co., 226*f*
Berger *v.* Commercial Bank, 301*a*
v. St. Paul City Ry., 1360
Bergeron *v.* Miles, 439*i*
v. Peyton, 465
Bergheim *v.* Blaenavon, 419
Bergmann *v.* Jones, 360, 364, 377
Bergundthal *v.* Bailey, 310
Bering Mfg. Co. *v.* Peterson, 486*b*
Beringer *v.* Dubuque St. R. R., 1348
Berkey & G. Furniture Co. *v.* Hascall, 742
Berkner *v.* Danneberg, 487*a*
Berley *v.* Seaboard A. L. Ry., 862
Berlin *v.* Thompson, 264
Bernard *v.* Duncan, 1023
Berner *v.* Bagnall, 314
Berney *v.* Dinsmore, 1296
Bernhard *v.* Curtis, 984, 984*a*
v. Rochester G. I. Co., 314*a*, 315
Bernheimer *v.* Becker, 363
Bernier *v.* St. Paul Gaslight Co., 1357
Bernina, The, 588
Bernstein *v.* Meech, 607
Beronio *v.* Southern Pacific R. R., 95, 1154
Berrian *v.* Olmstead, 993
Berrinkott *v.* Trophagen, 416
Berry *v.* Bakeman, 641
v. Central Ry., 1326
v. Collins, 664*a*
v. DaCosta, 639, 639*a*
v. Diamond, 1063
v. Dwinel, 246, 739
v. Fletcher, 363*a*, 364, 365, 366
v. Folkos, 310*a*
v. Greenville, 221*b*
v. Harris, 633*a*
v. Ingalls, 226*c*
v. Kelly, 83
v. St. Louis, M. & S. E. R. R., 1355
v. San Francisco & N. P. R. R., 214*c*
v. Shannon, 762, 762*a*
v. Vantries, 374, 540
v. Van Winkle, 997
v. Vreeland, 428, 1325
v. Wasserman, 684
v. Wisdom, 413
Berryman *v.* Cox, 490
Berthold *v.* Fox, 538
v. Reyburn, 340*b*
Bertholf *v.* O'Reilly, 1250
Bertrand *v.* Byrd, 656, 657
Bertsch *v.* Metropolitan St. Ry , 1355
Berwald *v.* Ray, 682*a*
Besch *v.* Western C. M. Co., 673*d*

[References are to sections]

Bessemer, L. & I. Co. *v.* Campbell, 579
v. Jenkins, 43*a*, 929, 1343
Bessent *v.* Harris, 821
Bessinger *v.* Dickerson, 692*c*
Besso *v.* Southworth, 948
Best *v.* Allen, 930
v. Hill, 1031
Besuden *v.* Hamilton County, 107*a*
Betcher *v.* Hodgman, 339*a*
Bethea *v.* McLennon, 527
Bethel *v.* Salem Imp. Co., 622*b*
Bethlehem South G. & W. Co. *v.* Yoder, 1159
Bethune *v.* McCrary, 704
Betteley *v.* Stainsby, 817
Bettes *v.* Farewell, 339*a*
Betting *v.* Hobbett, 1249
Betts *v.* Gibbins, 834
v. Williamsburgh, 1128
Beverage *v.* Lewis, 1135
v. Park Comm'rs, 331*a*
v. Rockport, 1350
v. Welch, 363, 545, 565
v. West Side Const. Co., 414
Beverly *v.* Burke, 916
Bevier *v.* Delaware & H. C. Co., 214
Bevin *v.* Connecticut M. L. I. Co., 729
Bevis *v.* Vanceburg Tel. Co., 363
Beyersdorf *v.* Sump, 60
Beymer *v.* McBride, 205, 222, 667
Bezzell *v.* White, 808*a*
Bibb *v.* Allen, 834
v. Freeman, 966
Bibb B. C. Co. *v.* Atchison, T. & S. F. Ry., 119
Bibend *v.* Liverpool, etc., Ins. Co., 334
Bick *v.* Lang, 682
Bickell *v.* Colton, 313*a*, 516
Bickford *v.* Hyde Park, 1119
v. Page, 966
v. Rich, 341
Bicknell *v.* Buck, 756
v. Waterman, 279*b*, 313*a*
Bicknese *v.* Brandl, 1345
Biddeford Savings Bank *v.* Dwelling House Ins. Co., 725
Biddle *v.* Hussman, 999*d*
Bideford Urban Council *v.* Bideford Ry., 932
Bidwell *v.* Madison, 833
Bien *v.* Hess, 991
Bierbach *v.* Goodyear R. Co., 181
Bierbauer *v.* New York C. & H. R. R. R., 1326
Bierer *v.* Fretz, 1012, 1018, 1020
Bierhaus *v.* Western U. T. Co., 886, 887
Biering *v.* First Nat. Bank of Galveston, 359, 565
Bierne *v.* Brown, 278
Big Hill Coal Co. *v.* Abney, 574*a*
Big Sandy & C. R. R. *v.* Blankenship, 1363
Big Sandy Ry. *v.* Dils, 1162
Bigaouette *v.* Paulet, 48
Bigelow *v.* American F. P. Mfg. Co., 222, 667
v. Bridge, 692*b*
v. Chicago, B. & N. Ry., 842
v. Doolittle, 317, 538
v. Hartford Bridge Co., 35
v. Jones, 962
v. Legg, 755
v. Walker, 822
v. West Wisconsin R. R., 454
Bigelow Co. *v.* Heintze, 492*a*, 494*a*
Bigg *v.* London, 1097, 1169
Biggie *v.* Chicago, B. & O. R. R., 1355
Biggins *v.* Goode, 61, 990*a*
Biggs *v.* McCurley, 209, 991, 992
Bigham *v.* Wabash-Pittsburg T. Ry., 619
Bigler *v.* Morgan, 1017
v. Waller, 340*c*
Bignall *v.* Gould, 408, 410
Bigony *v.* Tyson, 408
Billingfelt *v.* Adamstown, 1142, 1168
Billings *v.* Snohomish, 1346
v. Vanderbeck, 734, 753
Billingsbley *v.* Billingsbley, 334
v. Maas, 1337
Billmeyer *v.* Wagner, 149, 734
Bilz *v.* Powell, 407
Binford *v.* Grimes, 685*j*
v. Johnston, 126*d*, 570*a*
v. Young, 360, 377
Bingham *v.* Evans, 1020
v. Gaynor, 364
v. Lipman, 379
v. Richardson, 416
v. Vanbuskirk, 688*a*

[References are to sections]

Bingham *v.* Walla Walla, 183
v. Weiderwax, 964
Binicker *v.* Hannibal & S. J. R. R., 85*b*
Binns *v.* McCorkle, 448*d*
v. Vitagraph Co., 47
Binsse *v.* Wood, 302
Birch *v.* Clofford, 991
v. Joy, 1025
v. Lake Roland E. Ry., 1157
v. Wood, 984
Birchard *v.* Booth, 86*c*, 385, 1261
Bird *v.* Clark, 226*c*
v. Kleiner, 1028
v. Lobdell, 339*a*
v. Randall, 678, 679
v. Thompson, 639
v. W. & M. R. R., 371*a*
v. Womack, 59
Birdsall *v.* Carter, 762
v. Coolidge, 1219, 1220, 1221, 1230*a*, 1234, 1241
v. Twenty-third St. Ry., 416
Birdsall Co. *v.* Palmer, 762*a*
Birdsell *v.* Shaliol, 1219
Birdsell Manufacturing Co. *v.* Brown, 823
Birdsong *v.* Ellis, 667
Birkel *v.* Chandler, 486*c*
Birket *v.* Williams, 933
Birkett *v.* Knickerbocker Ice Co., 575
v. Western U. T. Co., 876
Birmingham D. G. Co. *v.* Finley, 682
Birmingham F. Ins. Co. *v.* Pulver, 722
Birmingham M. R. R. *v.* Tennessee C. I. & R. R., 934
Birmingham Nat. Bank *v.* Newport Nat. Bank, 241
Birmingham R. & E. Co. *v.* Baird, 1342
v. Ward, 47
Birmingham R. L. & P. Co. *v.* Anderson, 227
v. Camp, 171
v. Chastain, 1365
v. Humphries, 486*a*
v. Lavender, 1365
v. Lee, 366
v. Moore, 1352
v. Nolan, 1342
v. Turner, 1342
Birmingham R. L. & P. Co. *v.* Wise, 368
v. Wright, 482, 484, 485
Birmingham S. Ry. *v.* Lintner, 85*c*
Birmingham W. W. Co. *v.* Ferguson, 121*b*
v. Vinter, 45*a*
Birney *v.* New York & W. P. T. Co., 875
Bisbey *v.* Shaw, 452
Bischof *v.* Lucas, 1074
Bischoff *v.* New York El. R. R., 1191, 1201
Bischoffsheim *v.* Baltzer, 303
Biscoe *v.* Great Eastern Ry., 1089
Bishop *v.* Autographic R. Co., 752, 1330
v. Church, 675*c*
v. Hendrick, 233
v. Journal Newspaper Co., 450
v. Price, 657
v. St. Paul City Ry., 1354
v. Sniffen, 340
v. Williamson, 563*b*
Bishop Hill Colony *v.* Edgerton, 301
Bispham *v.* Pollock, 298
Bissell *v.* Dickerson, 695
v. Erwin, 962
v. Hopkins, 295, 336
Bisson *v.* Joyce, 55*a*
Bistline *v.* Ney, 1255
Bitner *v.* Brough, 1009
v. Utah Cent. Ry., 1363
Bitting *v.* United States, 642
Bixby *v.* Dunlap, 358, 376
v. Parsons, 674, 1066
Bixby-Theison L. Co. *v.* Evans, 622
Bizer *v.* Ottumwa Hydraulic P. Co., 95
Black *v.* Atlantic C. L. R. R., 363
v. Baxendale, 856
v. Black, 497*a*
v. Camden & A. R. R. & T. Co., 316, 852
v. Carrollton R. R., 43*g*, 336, 376, 1330
v. Charlestown & W. C. Ry., 371*a*
v. Coan, 968
v. DeCamp, 734, 742
v. Garner, 909*a*, 915
v. Goodman, 305

[References are to sections]

Black *v.* Goodrich Transportation Co., 851
v. Highland S. S. Co., 937*a*
v. Hilliker, 540
v. Minneapolis & S. L. R. R., 937*a*
v. Munson, 1222, 1232*a*
v. Queen, 677
v. R. R., 316
v. Reybold, 295, 308*a*
v. Robinson, 317
v. Thorne, 1233, 1234
v. Woodrow, 615, 655*b*
Black Prince, The, 592, 593
Black River & M. R. R. *v.* Barnard, 1146, 1150, 1171, 1185
Black River L. Co. *v.* Warner, 608, 751, 752, 753, 755
Blackburn *v.* Kentucky Cent. R. R., 883
v. Mann, 640*a*
Blacker *v.* Slown, 762
Blackett *v.* Royal Exch. Assur. Co., 716
Blackfeather *v.* United States, 310
Blackie *v.* Cooney, 317, 538
Blackman *v.* Clements, 549
v. Gardiner & P. Bridge, 481, 485
Blackmer & P. P. Co. *v.* Mobile & O. R. R., 852
Blackshear M. F. G. Co. *v.* Stone, 1031
Blackstone *v.* Alemannia F. I. Co., 728
Blackwell *v.* Hill, 486*c*
v. Justices, 960
v. Lawrence Co., 959, 1012
v. McBride, 959, 964, 976, 982
Blackwood *v.* Brennan, 755
v. Leman, 308
v. Tanner, 944
Blades *v* Des Moines City Ry., 1356
Blaechinska *v.* Howard Mission, etc., 486
Blaen Avon Coal Co. *v.* McCulloh, 502, 935
Blagen *v.* Thompson, 620, 631
Blagg *v.* The Bicknell, 599*c*
Blair *v.* Bloomington & N. R. E. & H. Co., 486*a*
v. Charleston, 1123, 1144
v. Claxton, 999*d*
v. Laflin, 834*d*
Blair *v.* Milwaukee & P. du C. R. R., 1290
v. Reading, 237
v. Sioux C. & P. Ry., 857*a*
Blair Iron & Coal Co. *v.* Lloyd, 363, 364, 366, 387, 935
Blake *v.* Burnham, 966, 981
v. Ferris, 810
v. Greenwood Cemetery, 1219, 1232*a*
v. Krom, 314*b*
v. Lord, 121*b*
v. Midland Ry., 67*a*, 573, 573*a*
v. Quash, 340*c*
v. Robertson, 1215, 1232*a*, 1234
Blakeley *v.* Bogard, 682, 682*a*
v. Jacobson, 308, 310
v. Duncan, 531
v. R. R., 1141
Blakeman *v.* Sherwood, 692*k*
Blakeney *v.* Ferguson, 685
Blakeslee *v.* Holt, 656
Blanchard *v.* Baker, 99
v. Blanchard, 976
v. Ely, 190, 607*b*, 762, 992, 999*h*
v. Hoxie, 964, 975
v. Morris, 1326
v. New Jersey S. B. Co., 594, 595, 1298
Blanchard's G. S. T. Factory *v.* Warner, 235, 1246
Bland *v.* Hixenbaugh, 1131
Blanden *v.* H. Dodge, 1110
Blaney *v.* Hendricks, 287, 311
Blasdale *v.* Babcock, 774
Blass *v.* Lee, 565, 565*a*
Blate *v.* Third Ave. R. R., 172
Blatz *v.* Rohrbach, 1255
Blaul *v.* Tharp, 682
Blazek *v.* McCartin, 459
Bleaden *v.* Charles, 705
Bleakley *v.* Sheridan, 312
Bledsoe *v.* Nixon, 345
Bleecher *v.* Colorado & S. Ry., 45*a*
Blesch *v.* Chicago & N. W. Ry., 924*a*
Blessing *v.* Beatty, 1016
Blevins *v.* Smith, 973, 976
Blewett *v.* Front St. C. R. R., 410, 676
v. Miller, 494*c*, 565*a*, 692*i*
Blight *v.* Ewing, 913

[References are to sections]

Blincoe *v.* Choctaw, O. & W. R. R., 1123, 1169
Bliss *v.* Ball, 929*a*, 933
v. Buffalo Tin Can Co., 734
v. New York C. & H. R. R. R., 85*c*
Blitch *v.* Edwards, 1012
Blizzard *v.* Applegate, 1271*a*
Block *v.* Ebner, 991
v. Estes, 808*a*
v. Haseltine, 36*a*
v. Milwaukee St. Ry., 172
Block-Pollak Iron Co. *v.* Cincinnati C. I. Co., 646*a*
Blocker *v.* Schoff, 448*b*
Blodget *v.* Columbia Live Stock Co., 416
v. Brattleboro, 363, 545, 551
v. Converse, 303
v. Hitt, 909*a*, 914
v. Stone, 101
Blofield *v.* Payne, 100
Blogg *v.* Johnson, 301*c*, 311*b*
Blood *v.* Herring, 614, 615
v. Wilkins, 829, 968, 972
Bloodgood *v.* Ingolsby, 1067
Bloodworth *v.* Stevens, 1057
Bloom *v.* Manhattan El. Ry., 1270
v National U. B. Savings & Loan Co., 170, 830
Bloomfield *v.* Pinn, 1335
Bloomfield, etc., Natural Gas Light Co. *v.* Calkins, 1172*a*
Bloomington *v.* Brokaw, 1110
v. Chamberlain, 180
v. Miller, 1138
v. Pollock, 1138
Bloomquist *v.* Minneapolis F. Co., 121*b*
Bloss *v.* Johnson, 311*a*
Blossom *v.* Knox, 966
Blossom, The, 589, 592
Blot *v.* Boiceau, 170*a*, 812, 822
Blount *v.* Western U. T. Co., 45*a*, 894*a*
Blownt *v.* Windley, 1032
Blow *v.* Maynard, 801
Blue Earth Co. *v.* St. Paul & S. C. R. R., 253, 1148
Bluefields Banana Co. *v.* Wollfe, 667
Bluemner *v.* Garvin, 650
Blum *v.* Gaines, 691*d*
v. Higgins, 1326
Blum *v.* Merchant, 198
v. Southern P. P. C. Co., 873*a*
Blumantle *v.* Fitchburg R. R., 873
Blume *v.* Scheer, 1326, 1332
Blumenthal *v.* Brainerd, 317, 844
v. Bridges, 834*d*
v. Prescott, 992
Blumhardt *v.* Rohr, 47, 443
Blun *v.* Holitzer, 665
Blunck *v.* Chicago & N. W. Ry., 937
Blunk *v.* Atchison, T. & S. F. R. R., 458, 459
Blunt *v.* Aikin, 949
v. Little, 1330
v. McCormick, 93, 924
Bly *v.* Edison Elec. Illuminating Co., 926
v. U. S., 502
Blydenburgh *v.* Welsh, 245, 734
Blymer Ice Mach. Co. *v.* McDonald, 312
Blythe *v.* Tompkins, 241, 463
Board *v.* Moore, 691*a*
Board of Commissioners *v.* Geer, 337
v. Security Bank, 692*f*
v. Trees, 654
v. Wolff, 647
Board of Directors *v.* Roach, 622*b*
Board of Education *v.* Jewell, 692*f*
v. Kanawha & M. R. R., 1144
v. Robinson, 692*e*
Board of Justices *v.* Fennimore, 305, 692*f*
Board of Park Comrs. *v.* Donahue, 95
Board of Public Improvements, *In re*, 1113
Board of Rapid Transit Comrs., *In re*, 1151
Board of Trade Tel. Co. *v.* Darst, 1149, 1149*a*
Boardman *v.* Goldsmith, 387
v. Keeler, 1014
v. Marshalltown Grocery Co., 101, 109, 361
v. Paige, 807
v. Ward, 671
Boarman *v.* Patterson, 334
Boatwright *v.* Stewart, 467, 682, 682*a*
Bocard *v.* State, 692*f*
Bochat *v.* Knisley, 1361

[References are to sections]

Bockenstedt *v.* Perkins, 692*f*
Bockes *v.* A. Mafee & Son Co., 933
Bockoven *v.* Lincoln, 1167
Boddam *v.* Riley, 284
Boddy *v.* Henry, 777
Boden *v.* Demwolf, 1367
Bodger *v.* Hills, 762
Bodine *v.* Wayne Title & Trust Co., 831
Bodkin *v.* Arnold, 908, 910, 915
Bodley *v.* Reynolds, 505
Bodwell *v.* Osgood, 445
v. Swan, 451
Boecker *v.* Naperville, 1154*a*
Boehm *v.* Duluth, S. S. & A. Ry., 865
Boesch *v.* Graff, 1220, 1240
Boetcher *v.* Staples, 386
Boetzkes *v.* Manhattan R. R., 1208
Bogacki *v.* Welch, 685
Bogard *v.* Jones, 78
Bogel *v.* Bell, 545
Bogert *v.* Burkhalter, 1265
Boggan *v.* Bennett, 383*a*, 1271
Boggess *v.* Goff, 343
v. Metropolitan St. Ry., 1371
Boggs *v.* Martin, 1068
Bogudsky *v.* Backes, 372
Bohemian-American W. G. Assoc. *v.* Northern Bank, 622
Bohlcke *v.* Buchanan, 972
Bohm *v.* Dunphy, 360, 990*a*
v. Metropolitan El. Ry., 1113, 1190, 1198*a*
Bohn *v.* Cleaver, 196, 842
Bohrer *v.* Dienhart Harness Co., 93*a*
v. Otterback, 301*c*
Bohun *v.* Taylor, 929*a*, 1279
Boies *v.* Vincent, 734, 762
Boiles *v.* Beach, 964
Boing *v.* Raleigh & G. R. R., 435
Boise V. C. Co. *v.* Kroeger, 1149, 1172
Boland *v.* Glendale Quarry Co., 666
Bolden *v.* Jensen, 1345
Bolen Coal Co. *v.* Whittaker Brick Co., 85
Boley *v.* Griswold, 689
Bolinger *v.* Brake, 976, 981
v. St. Paul & D. R. R., 1367
Bolivar Manuf. Co. *v.* Neponset Manuf. Co., 99
Bolles *v.* Bloomington & N. R. E. & H. Co., 1368
v. Kansas City Southern Ry., 365
v. Sachs, 668
Bolling *v.* Lersner, 186, 307, 908, 919, 988, 1021*a*
v. Tate, 237, 685*j*, 685*n*
Bollinger *v.* McMinn, 363*a*
Bollon *v.* Vellines, 1336
Bolster *v.* Post, 410
Bolt *v.* Friederick, 1045
Bolte *v.* Third Ave. R. R., 1270*a*
Bolton *v.* Miller, 476
v. Vellines, 461, 462, 463
v. Western U. T. Co., 371*a*
Bonafous *v.* Rybot, 675*c*
v. Walker, 552
Bond *v.* Bond, 687
v. Chapin, 839
v. Dolby, 334
v. Greenwald, 271
v. Griffin, 934
v. Hilton, 98
v. Quattlebaum, 959
v. United Railroads, 573*a*, 575
Bond Hill *v.* Atkinson, 1367
Bondurant *v.* Lane, 549
Bondy *v.* N. Y. City Ry., 243*b*
Bone *v.* Torry, 797
Bonelli *v.* Brown, 126*b*, 357, 363*a*
Bonesteel *v.* Bonesteel, 236, 241, 383*b*, 463
v. Orvis, 531
Bonham *v.* Bonham, 301*c*
Bonifay *v.* Hassell, 614
Bonneau *v.* North Shore R. R., 482, 485*a*, 1303
Bonnell *v.* Jacobs, 1060
Bonner *v.* Blum, 813
v. Charlton, 1281
v. Copley, 335, 1293
v. Peterson, 921
v. Wiggins, 910
Bonner Brick Co. *v.* M. M. Canada Co., 339
Bonnet *v.* Galveston, H. & S. A. Ry., 574
Bonneval *v.* Am. Coffee Co., 47
Bonney *v.* Blaisdell, 753
v. Seely, 800

[References are to sections]

Bonnin *v.* Elliott, 449
Bonnot Co. *v.* Newman, 533, 538
Bonsall *v.* McKay, 930
v. Taylor, 678
Booher *v.* Goldsborough, 767
Book Co. *v.* Maybell, 776
Booker *v.* Bell, 978
v. Southwest Mo. R. R., 1354
v. Venice, etc., R. R., 1157
Bookman *v.* New York Elevated Railroad, 1198*a*
Bookwalter *v.* Clark, 752
Boom Co. *v.* Patterson, *see* Mississippi & R. R. B. Co. *v.* Patterson
Boomer *v.* Flagler, 735*c*
Boon *v.* McHenry, 973, 977
Boone *v.* Eyric, 636*n*
Boorman *v.* Am. Exp. Co., 851
v. Nash, 758
Booth *v.* Ableman, 334
v. Bierce, 750
v. Booth, 737
v. Milliken, 1023
v. Millns, 1286
v. Powers, 256
v. Rome, W. & O. R. R., 1111
v. Saffold, 973
v. Spuyten Duyvel R. M. Co., 146
v. Starr, 956
v. Tyson, 661
Boothby *v.* Grand Trunk Ry., 868
v. Railroad, 1108
Boothe *v.* Feist, 1256*h*
Boott Cotton Mills *v.* Lowell, 302*a*
Booz *v.* W. U. Tel. Co., 890
Borchardt *v.* Wausau Boom Co., 139
Borden *v.* Bradshaw, 678
Borden Mining Co. *v.* Barry, 219
Bordentown & S. A. T. Co. *v.* Camden & A. R. R., 1108, 1115
Border City Ice & Coal Co. *v.* Adams, 182, 182*a*, 734
Borders *v.* Barber, 326
Bordes *v.* Hallet, 711
Bordley *v.* Eden, 340*c*
Borgasen *v.* Eklund, 1250
Bork *v.* Nortin, 841
Borkenstein *v.* Shrack, 386
Borland *v.* Barrett, 360, 366, 372, 388, 1345
Bormann *v.* Thiele, 667
Borneman *v.* Chicago, S. P., M. & O. Ry., 1326
Borngesser *v.* Harrison, 85
Borough *v.* Abele, 340
Borradaile *v.* Bruntor, 135, 766, 768
Borrekins *v.* Bevan, 761
Borries *v.* Hutchinson, 161, 226*b*, 740, 742
Borst *v.* Lynch, 824*a*
Borup *v.* Nininger, 814, 819
Bosch *v.* Burlington & M. R. R. R., 135
v. Miller, 387
Bosley *v.* Smith, 692*a*
v. Taylor, 808
Boston *v.* Allen, 1215
v. Moore, 692*a*
Boston & A. R. R. *v.* Cambridge, 1152*a*, 1165
v. Greenbush, 1152*a*
v. O'Reilly, 183
v. Richardson, 439*h*
Boston, H. T. & W. Ry., *Re*, 1171
Boston, H. T. & W. R. R., Matter of, 1165
Boston & M. R. R. *v.* Middlesex, 1147
v. State, 303
Boston & R. M. D. Corporation *v.* Newman, 1108
Boston & S. Glass Co. *v.* Boston, 303
Boston & W. R. R. *v.* Old Colony R. R., 1119, 1165*a*, 1167, 1171*b*
Boston Belting Co. *v.* Boston, 152 Mass. 307; 1119
v. Boston, 183 Mass. 254; 1169
Boston Ice Co. *v.* Royal Ins. Co., 725
Boston Loan Co. *v.* Myers, 537
Boston Manuf. Co. *v.* Fiske, 235, 352
Boston Mills *v.* Eull, 1033
Boston Towboat Co. *v.* Pettie, 587, 589
Boston W. H. & R. Co. *v.* Kendall, 767
Boston W. P. Co. *v.* Boston & Worcester R. R., 1108
Boston Water Power Co. *v.* Boston, 303
Bostwick *v.* Beach, 301*b*
v. Lewis, 1279

[References are to sections]

Bostwick *v.* Losey, 189, 991
v. Williams, 976
Boswell *v.* Barnhart, 580*a*
v. Kilborn, 753
Botelar *v.* Bell, 449
Botkin *v.* Kleinschmidt, 681*a*
Bottorff *v.* Wise, 910
Boucher *v.* Shewan, 265
v. Trembley, 915
Bouillon *v.* Laclede G. L. Co., 43*i*
Boulard *v.* Calhoun, 378
Boulden *v.* Pennsylvania R. R., 67*a*
Boulter *v.* Hamilton, 977
v. Webster, 573
Boulware *v.* Crohn, 413
v. Robinson, 799
Bounds *v.* Hickerson, 646*b*
Bourdette *v.* Sieward, 610
Bourg *v.* Brownell-Drews Lumber Co., 573*a*, 575
Bourgeois *v.* Mills, 1143
Bourke *v.* Butte Electric & P. Co., 485
v. Cork & M. Ry., 573, 1367
v. Whiting, 133
Bourland *v.* Choctaw, O. & G. R. R., 159
v. Edison, 449, 452
Bourne *v.* Ashley, 596
v. Mayor of Liverpool, 1085
Boutell *v.* Warne, 80
Boutin *v.* Etsell, 807*a*
v. Rudd, 151
Bouton *v.* Reed, 252
Boutwell *v.* Marr, 382
v. Parker, 515
Bovee *v.* Barrett, 633*a*
v. Danville, 44, 47, 126*b*
Bowas *v.* Pioneer Tow Line, 121*b*, 481
Bowden *v.* Bailes, 360, 364, 365, 377, 385
v. Johnson, 301*a*
Bowditch *v.* Boston, 1162
Bowe *v.* Minn. Milk Co., 90
Bowen *v.* Clark, 269
v. Clarke, 999*f*
v. Darby, 271
v. Hall, 451
v. Harris, 216
v. Huntington, 553, 554
v. King, 528
Bowen *v.* Lake Erie Telegraph Co., 875
v. Seaboard A. L. Ry., 1307
v. Stoddard, 700
Bower *v.* Hill, 100, 940
Bowers *v.* Graves, 989
v. Thomas, 278
Bowersock *v.* Adams, 536
Bowersox *v.* Bowersox, 480*b*
Bowes *v.* Press, 674
Bowker *v.* Hoyt, 1060
Bowler *v.* Lane, 368, 380, 584
Bowley *v.* Goddard, 599*c*
v. Holway, 973, 1053
Bowling G. G. Co. *v.* Dean, 1353
Bowling Green Stone Co. *v.* Capshaw, 1355
Bowman *v.* Clemmer, 777
v. Cornell, 550
v. Davis, 81
v. Neely, 343
v. Teall, 55, 849
v. Wilson, 341
Bowne *v.* Wolcott, 961, 966, 973
Bowser *v.* Cessna, 1009, 1023
Bowsher *v.* Chicago, B. & Q. R. R., 171*a*
Boyce *v.* Bayliffe, 126*a*, 226*l*
v. California Stage Co., 1328
v. Gingrich, 439*d*, 1027
v. Grundy, 336, 1286*b*
v. New York C. Ry., 1367
v. Pritchett, 301*b*
v. Watson, 418
Boyd *v.* Blue Ridge Ry., 368
v. Boyd, 678
v. Brown, 175, 1329
v. Chambers, 685*k*
v. De Lancy, 1007, 1018
v. Desmond, 556
v. Fitt, 127*a*, 707
v. Gilchrist, 292
v. Gunnison, 738, 1297
v. Huffaker, 691*a*
v. Knox, 685
v. L. H. Quinn Co., 737, 738
v. Lincoln & N. W. R. R., 937
v. Meighan, 613, 614
v. Randolph, 333
v. Royal Ins. Co., 722
v. Seaboard Air Line Ry., 368

[References are to sections]

Boyd *v.* Vanderkemp, 1017
v. Watt, 1251
Boydan *v.* Haberstumpf, 358, 1254
Boyden *v.* Hill, 1012, 1022
v. Moore, 80
v. United States, 692*f*
Boydston *v.* Morris, 79, 82
Boyer *v.* Amet, 959, 979
v. Barr, 358
v. Cox, 734
v. Coxen, 378
Boyers *v.* Pratt, 1326
Boykin *v.* Ancrum, 306
Boylan *v.* Huguet, 519
Boyle *v.* Boyle, 793*a*
v. Case, 41, 47
v. Edwards, 962, 976
v. Parker, 673
v. Reeder, 646
v. Saginaw, 226*f*, 1347
Boylston Ins. Co. *v.* Davis, 496, 536
Boynton *v.* Kellogg, 641
Boynton Strong Co. *v.* Williams, 685*g*
Boys *v.* Ancell, 399, 413
Boys' Home *v.* Lewis, 371*b*
Bozarth *v.* Dudley, 656, 657, 659, 1039, 1042
Bozeman *v.* Rose, 734
Braas *v.* Springville, 308*a*
Braasch *v.* Michigan Stove Co., 486*b*
Bracco *v.* Merchants' Despatch Transp. Co., 152
Brace *v.* Calder, 667
Bracegirdle *v.* Orford, 929
Bracey *v.* Carter, 1038
Bracket *v.* M'Nair, 844
Brackett *v.* Morse, 661
Bradburn *v.* Great Western Ry., 671, 860
Bradbury *v.* Benton, 1262
v. Chicago, R. I. & P. Ry., 1357
Braddy *v.* Elliott, 621
Braden *v.* Walker, 447
Bradford *v.* Boley, 1255
v. Edwards, 453
v. Manly, 762
v. Montgomery F. Co., 632
Bradford E. & C. R. R. *v.* New York, L. E. & W. R. R., 622
Bradford Oil Co. *v.* Blair, 619, 999*k*
Bradlaugh *v.* Edwards, 241, 463, 1368
Bradley *v.* Andrews, 486*c*
v. Borin, 248*a*, 565*c*
v. Brown, 908
v. Burkett, 78, 497*d*
v. Chicago, M. & S. P. Ry., 159, 856
v. Cramer, 172*a*
v. Denton, 221*a*, 858
v. Flewitt, 101
v. Gammelle, 262, 531
v. Geiselman, 317
v. Gibson, 451
v. McHale, 734
v. Morris, 372
v. Ohio River R. R., 577
v. Rea, 125, 650, 762*a*, 769, 1060
v. Reynolds, 689*a*, 691*a*
v. Sattler, 584*a*
Bradley Land & Lumber Co. *v.* Eastern Mfg. Co., 80
Bradlie *v.* Maryland Ins. Co., 711, 718
Bradner *v.* Faulkner, 301*c*, 1271*a*
Bradshaw *v.* Buchanan, 387
v. Craycraft, 417
v. Crosby, 980*a*
v. Frazier, 126*c*
v. Lancashire & Y. Ry., 570*a*
v. Rome, W. & O. R. R., 1295
v. South Boston R. R., 865
Bradstreet *v.* Baker, 411
Bradstreet, *Ex parte*, 1285
Bradstreet Co. *v.* Oswald, 170
Bradt *v.* Holden, 556
v. New Nonpareil Co., 43*g*
v. Towsley, 443
Brady *v.* Atlantic Works, 1243, 1244
v. Beadleton, 528*a*
v. Cassidy, 1266
v. Daly, 1246*b*
v. Fall River, 1012*a*
v. Kansas City Cable R. R., 1152*a*
v. Kansas City, St. L. & C. R. R., 1356
v. McGhee, 973
v. Mayor, 339
v. North Western Ins. Co., 723*a*
v. Spurck, 973, 979
v. Weeks, 949
v. Whitney, 107*d*

[References are to sections]

Brady *v.* Wilcoxson, 295, 314*b*
Bragan *v.* Birmingham R. L. & P. Co., 1133
Bragg *v.* Laraway, 363*a*
Brahan *v.* Clarksville First Nat. Bank, 695*c*
Braiden *v.* Mercer, 681*a*
Brailsbery, The, 592
Brainard *v.* Jones, 678
v. Missisquoi R. R., 1109
Brainerd *v.* Champlain Transp. Co., 306
Braithwaite *v.* Hall, 121*b*
v. Power, 841
Brake *v.* Corning, 1031
v. Kansas City, 171*a*
Brake Co. *v.* Sire, 607
Braman *v.* Bingham, 979
v. Hess, 704
v. Perry, 688*a*
Brame *v.* Clark, 48, 373
Branch *v.* Chappell, 674
v. Davis, 692*g*
v. Doane, 931, 940
v. Riley, 1031
v. Wilson, 1039
Brand *v.* Illinois C. R. R., 169*a*
Brandamour *v.* Trant, 685*h*
Brandon *v.* Allen, 565*d*
Brandt *v.* Bowlby, 844
v. Foster, 956, 959, 975, 979, 980, 1053
Brangwin *v.* Perrot, 678
Brannenburg *v.* Indianapolis, P. & C. R. R., 85*b*
Brannin *v.* Johnson, 317, 434, 436
Brannon *v.* Hursell, 326
Branscombe *v.* Scarborough, 678
Brant *v.* Gallup, 205, 623
Brantigan *v.* While, 1256
Brantingham *v.* Fay, 109
Brantley *v.* Johnson, 970
Brashear *v.* Phila. Tr. Co., 123
Brasher *v.* Davidson, 516*c*, 745
v. Holtz, 565
Brasington *v.* South Bound R. R., 368
Brass *v.* Vandecar, 976, 984
v. Worth, 509
Braswell *v.* American L. I. Co., 730
Bratt *v.* Ellis, 838
Bratt *v.* Swift, 470*b*
Bratten *v.* Catawissa R. R., 627*a*
Bratton *v.* Allison, 339*a*
Brauer *v.* Portland, 334
Braun *v.* Craven, 43*b*
v. Hess, 301
v. Metropolitan W. S. E. R. R., 1169
v. Webb, 873*a*, 1342
Brauns *v.* Green Bay, 664*a*
Braunsdorf *v.* Fellner, 682
Bray *v.* Latham, 121*b*, 481
v. Poillon, 685*a*
Brayton *v.* Chase, 121*d*
Brazell *v.* Cohn, 222, 617
v. Seattle, 35
Breck *v.* Ringler, 418
Breckenridge *v.* Brooks, 343, 919
v. Hoke, 301*b*
v. Taylor, 304
Bredeson *v.* C. A. Smith Lumber Co., 1365
Bredin *v.* National M. W. S. Co., 1240
Bredow *v.* Mutual S. I., 256
Breed *v.* Eastern R. R., 1154*a*
Breen *v.* Cooper, 675
v. Hyde, 927
Breese *v.* McCann, 1044, 1057
v. U. S. T. Co., 875
Breeze, The, 587
Brem *v.* Covington, 311
Bremier *v.* Carter, 310*a*
Breneman *v.* Frank, 311*b*
Brennan *v.* Clark, 419
v. Dowagiac Mfg. Co., 1237
v. Quinn, 688
v. Servis, 959, 983
Brennen *v.* Chicago & Carterville Coal Co., 571*b*
Brenner *v.* Carter, 310*a*
v. Jonesboro L. C. & E. R. R., 222
Brennert *v.* Farrier, 332
Brent *v.* Kimball, 107*a*
v. Parker, 607
v. Richards, 734
v. Thornton, 317, 319, 322
Brentner *v.* Chicago, M. & S. P. Ry., 333
Breon *v.* Henkle, 47, 50
Bressler *v.* Harris, 326

[References are to sections]

Bretz *v.* Fawcett, 1060
Brewer *v.* American Ins. Co., 714
v. Chase, 451
v. Dew, 373
v. Ernest, 311*d*
v. Hastie, 340*c*
v. Tyringham, 308*a*
Brewster *v.* Buckholz, 912
v. Edgerly, 413
v. Silliman, 533
v. Van Liew, 519, 523
v. Wakefield, 22 How. 118; 327
v. Wakefield, 1 Minn. 352; 325
v. Warner, 76
v. Western U. T. Co., 882, 893
Breyfogle *v.* Beckley, 302*a*
Brian *v.* Oregon S. L. R. R., 1342
Brick Co. *v.* Moore, 426
Brickell *v.* Camp Mfg. Co., 933
v. Frisby, 587
Bricker *v.* Conemaugh Stone Co., 932
Brickett *v.* Davis, 452
Brickill *v.* Baltimore, 1226
v. New York, 1232*a*
Bridge *v.* Mason, 547
v. Oshkosh, 1327
v. Wain, 771
Bridge Co. *v.* La Mantia, 580*a*, 584*a*
Bridgeford *v.* Meagher, 666
Bridgeman *v.* Hardwick, 331*a*, 1171
Bridger *v.* Asheville & S. R. R., 180
Bridgers *v.* Dill, 125*a*
v. Purcell, 1153
Bridges *v.* Holt, 122
v. Hyatt, 419
v. Lanham, 190, 646, 647*c*
v. Maxwell, 692*j*
v. Mills Mfg. Co., 366
v. Pafford, 1027
v. Reynolds, 271
v. Southern Ry., 1154*c*
v. Stickney, 157
Bridgford *v.* Crocker, 753
Bridgman *v.* Emily, The, 842
v. Hopkins, 451
Brier *v.* Mankey, 777
Brierly *v.* Kendall, 82
Brigg *v.* Hilton, 762
Briggs *v.* B. & L. R. R., 80
v. Boyd, 808
Briggs *v.* Brushaber, 316, 439*e*
v. Cook, 109
v. Davis, 842
v. Gleason, 545
v. Hall, 999*c*
v. Labette County, 1168
v. Life Ins. Co., 439*c*
v. McDonald, 684*a*
v. Milburn, 58, 373
v. Morse, 973
v. N. Y. C. & H. R. R. R., 67*a*
v. New York Cent. R. R., 854, 856
v. Stone, 1140
v. Winsmith, 325
v. Wiswell, 532
Brigham *v.* Carlisle, 176, 834*c*
v. Evans, 1012, 1295
v. Hawley, 613, 655, 1065
v. Vanbuskirk, 334
Bright *v.* Barnett & Record Co., 580*a*, 1367
v. Bell, 363*a*
v. Boyd, 916
v. Lennon, 692*c*, 808
v. Purrier, 700
v. Rowland, 413
Brightman *v.* Bristol, 928
v. Reeves, 256
Brighton *v.* Auston, 606*a*
v. Lake Shore & M. S. Ry., 666
Brighton F. C. S. Bank *v.* Sawyer, 1042
Brightwell *v.* Hoover, 278
Brignoli *v.* Chicago & G. E. Ry., 41, 47, 180, 226*f*, 481
Brigs' Case, 1001
Brill *v.* Flagler, 1303
Brincefield *v.* Allen, 989
Brinckerhoff *v.* Phelps, 1007, 1011
v. Wemple, 1154*a*
Brine *v.* Great Western Ry., 1089
Bringard *v.* Stellwagen, 53, 59
Brininstool *v.* Michigan United Rys., 170
Brink *v.* Freoff, 1268
v. Kansas City, etc., R. R., 316
v. Mitchell, 1012
v. Wabash Ry., 120
Brinker *v.* Leinkauff, 237
Brinkerhoff *v.* Olp, 416
Brinkley *v.* Swicegood, 665

[References are to sections]

Brinkley *v.* Willis, 311*b*
Brinkman *v.* Gottenstroeter, 580
v. St. Landry C. O. Co., 486*c*
Brinkmann *v.* Taylor, 451
Brinkmeyer *v.* Bethea, 935, 939
Brinley *v.* National Ins. Co., 715, 721
Brinton, The, 214
Brinton *v.* Paxton, 1232*a*
Brion *v.* Kennedy, 302*a*
Brisbane *v.* Pomeroy, 960, 976, 1027
Brisbine *v.* St. Paul, etc., R. R., 1154*a*
Briscoe *v.* Kinealy, 326
v. Litt, 668
v. McElween, 373*a*, 432*a*
v. Metropolitan St. Ry., 1346
Brisendine *v.* Martin, 797
Bristol Mfg. Co. *v.* Gridley, 1261
Brison *v.* Dougherty, 1279
Bristowe *v.* Fairclough, 636*h*
British Columbia Saw Mill Co. *v.* Nettleship, 65, 159, 850
British Consul *v.* Smith, 599*c*
British I. W. Co. *v.* Dublin U. T. Co., 1220
British Motor Synd. *v.* Taylor, 1220
British W. E. & M. Co. *v.* Underground E. R. Co., 226*h*
Britt *v.* Carolina N. R. R., 47
v. Hays, 655*b*
Brittanic, The, 588
Britten *v.* Great Northern Ry., 873
Britton *v.* Des Moines, O. & S. R. R., 1131
v. Fort Worth, 692*c*
v. Ruffin, 973
v. Street Ry., 171*a*
v. Supreme Council Royal Arcanum, 340
v. Turner, 660, 1046
Brizsee *v.* Maybee, 317, 352, 375, 434, 506, 533, 538, 540, 690
Broad St. Widening, *Re*, 1142
Broadbent *v.* Imperial Gas Co., 1089
Broadway Coal M. Co. *v.* Smith, 1138*a*
Broadway Sav. Bank *v.* Forbes, 326, 330
Broadwell *v.* Paradice, 77
Brobst *v.* Skillen, 565
Brock *v.* Bolton, 689*a*
v. Clark, 762
Brock *v.* Gale, 152, 873
v. Knower, 734, 737
v. Smith, 109, 943
Brockenbrough *v.* Blythe, 301*b*
Brockway *v.* Clark, 411
Brodfield *v.* Schlanger, 414
Brodie *v.* Fost, 642
v. Ophir Silver Mining Co., 1226, 1229
v. Watkins, 834*g*
Brodnax *v.* Steinhardt, 310
Brody *v.* Birnbaum, 734
Brokaw *v.* Duffy, 1017
Brolaskey *v.* Loth, 999*e*
Brom *v.* Hall, 834
Bromberg *v.* Eugenotto Const. Co., 990*e*
Bromley *v.* School Dist. No. 5, 667
Bronson, The, 587
Bronson *v.* Bruce, 448*b*
v. Coffin, 970
v. Forty-Second St. M. & St. M. A. Ry., 1348
v. Rodes, 270
Bronx Gas & Elec. Co. *v.* N. Y., 339
Brook *v.* Bayless, 532
v. Rawl, 455
Brooke *v.* Bridges, 920
v. Cunard S. S. Co., 1296
v. Louisiana S. I. Co., 710
v. Tradesmen's Nat. Bank, 153*a*
Brookfield *v.* Reed, 679*a*
Brooklyn El. R. R. *v.* Phillips, 1198
Brooklyn El. R. R., *In re*, 1198*b*
Brooklyn El. R. R., Matter of, 1205*a*
Brooklyn Ferry, *In re*, 1171*b*
Brooklyn L. I. Co. *v.* Week, 730
Brooklyn U. E. R. R., *In re*, 1368
Brookmire *v.* Monaghan, 1248
Brooks *v.* Black, 961, 982, 983
v. Boston, 1168
v. Cotton, 673*d*
v. Davenport & St. Paul R. R., 1131
v. Dutcher, 1335
v. Hoyt, 554
v. Hubbard, 279*c*, 424*a*
v. Kirby, 549
v. Miller, 1007
v. Mohl, 979, 982

[References are to sections]

Brooks *v.* Moody, 86*a*, 979
v. Northern Pac. Ry., 854, 856
v. Robinson, 339*a*
v. Rochester Ry., 85*c*, 481
v. Rodgers, 502, 934
v. Schwerin, 486
v. Tobin, 692*k*
v. Western U. T. Co., 883
v. Wichita, 416
v. Wilcox, 307
Brophy *v.* Illinois Steel Co., 1356
Broquet *v.* Tripp, 125, 769
Brosde *v.* Sanderson, 1336
Brosnan *v.* Sweetser, 67
Brossoit *v.* Turcotte, 359
Brothers, The, 587
Brotherston *v.* Barber, 711
Brotton *v.* Lunkley, 684*a*
Broughel *v.* Southern N. E. Tel. Co., 570*b*
Broughton *v.* McGrew, 52, 445, 451
v. Mitchell, 296, 301, 301*b*, 345
v. Singleton, 1334
Broumel *v.* Rayner, 618
Brower *v.* Lewis, 762
Brower *v.* Merrill, 64
Brown *v.* Adams, 999*a*
v. Allen, 35 Ia. 306; 156, 363 383*c*, 433
v. Allen, 4 Esp. 158; 1279
v. Alley, 364
v. Arrott, 814, 820
v. Baldwin, 685*k*
v. Barnes, 445
v. Barry, 1285
v. Beatty, 34 Miss. 227; 1139*a*, 1155
v. Beatty, 35 Up. Can. Q. B. 328; 196
v. Bellows, 410
v. Bigelow, 762
v. Blunt, 439
v. Board of Education, 667
v. Bosworth, 934*a*
v. Bowen, 70
v. Brooks, 448, 449, 451
v. Brown, 314*b*
v. Butler, 1247
v. Calumet R. Ry., 244
v. Carroll, 81
Brown *v.* Chicago & N. W. Ry., 571*c*
v. Chicago, M. & S. P. Ry., 42, 121*b*, 150, 868, 869, 870, 871
v. Chicago, R. I. & P. R. R., 180*a*, 580*a*
v. Cincinnati, 1148
v. Collins, 33
v. Commissioner, 1085
v. Corey, 1142
v. Cowles, 149
v. Crowley, 1052
v. Cummings, 129, 200, 485*a*
v. Cunard Steamship Co., 852
v. Cunningham, 685*b*
v. DeYoung, 673*d*
v. Dickerson, 959
v. Doyle, 314*b*
v. Drake, 1331
v. Durham, 1042
v. East Carolina R. R., 190
v. Edgington, 768
v. Emerson, 109
v. Evans, 360, 385, 386, 490, 1326
v. First Nat. Bank, 303
v. Floyd, 120*a*
v. Foster, 1 App. Div. 578; 1368
v. Foster, 51 Pa. 165; 196, 657
v. Galloway, 901, 907
v. Georgia C. & N. R. R., 868
v. Gorton, 685
v. Hadley, 195, 742*a*
v. Hallett, 676
v. Hannibal & L. J. R. R., 66 Mo. 588; 121*b*
v. Hannibal & S. J. Ry., 99 Mo. 310; 1270
v. Hardcastle, 325
v. Hare, 750
v. Haven, 805
v. Haynes, 80*a*
v. Hearon, 959, 981
v. Hiatt, 340*c*
v. Honniss, 1007, 1009
v. Jones, 52 Ill. App. 597; 385, 387
v. Jones, 5 Nev. 374; 237, 685*m*
v. Kimball, 673*f*
v. Knapp, 301*c*
v. Lake, 929
v. Lattimore, 692*b*
v. Laurens County, 124

[References are to sections]

Brown *v.* Leath, 58, 937
v. McBride, 383*b*
v. McGran, 228*e*, 821
v. McRae, 67*a*
v. Mader, 609
v. Mallett, 1257
v. Master, 467
v. Maulsby, 331, 420
v. Mead, 930*a*
v. Metropolitan W. S. E. R. R., 1169
v. Minneapolis & S. P. S. Ry., 1342
v. Montgomery, 256
v. Moore, 1296
v. Morrill, 990*c*
v. Morris, 171
v. Mosely, 692*i*
v. Muller, 228*g*, 336*l*, 636*a*, 636*b*, 636*f*, 636*m*, 737
v. Murdock, 265
v. Neal, 54
v. Norcross, 1021*a*
v. Northwestern R. R., 844
v. Odill, 638, 638*a*, 638*b*
v. Paxton, 686
v. Perkins, 98
v. Phipps, 692
v. Pierce, 774
v. Pierce County, 1156
v. Pillow, 126*d*
v. Pine Creek R. R., 1110
v. Postal Tel. Cable Co., 851
v. Pope, 934
v. Providence & S. R. R. Co., 1295
v. Providence, W. & B. R. R., 1130
v. Rapid Ry., 222, 865
v. Republican Mountain Silver Mines, 673*e*
v. Richmond, 103
v. Royal Ins. Co., 723
v. St. Louis & S. Ry., 486*b*
v. St. Paul, Minneapolis & Manitoba Railway, 250
v. Sampson, 993
v. Sax, 502
v. Sayles, 762*a*
v. Seattle, 1123
v. Seymour, 1368
v. Southern Pac. R. R., 1357
Brown *v.* Smith, 12 Cush. 196; 366
v. Smith, 5 How. (Miss.) 387; 774
v. Southwestern R. R., 317
v. State, 692*c*
v. Sullivan, 1348
v. Swineford, 353, 357, 385, 386, 487*a*
v. Taggart, 413
v. Taylor, 976
v. Toronto General Hospital, 992
v. Trinidad A. M. Co., 753
v. Tyler, 685*k*
v. Union S. & L. Assoc., 497*d*
v. Van Braam, 700
v. Watson, 101
v. Weaver, 692*i*
v. Weber, 659
v. Webster City, 927, 1110
v. Welch, 270
v. Werner, 182
v. Western U. T. Co., 85 S. C. 495; 894
v. Western U. T. Co., 6 Utah, 219; 876
v. White, 171*a*, 226*f*, 483
v. Woodliff, 69
v. Woods, 774
v. Worcester, 1161
Brown B. F. M. Co. *v.* Drohen, 1231
Brown Iron Co. *v.* Norwood, 419
Brown Land Co. *v.* Lehman, 999*k*
Brownback *v.* Frailey, 121*b*
Browne *v.* Allen, 760
v. Price, 107*c*
v. St. Paul Plow Works, 754
v. Steck, 331
Brownell *v.* Chapman, 742
v. M'Ewen, 475
v. Steere, 311*a*
Browner *v.* Davis, 98
Brownfield *v.* Dudley E. Jones Co., 149
Browning *v.* Jones, 366, 478, 480
v. Nat. Capital Bank, 439*e*
v. Porter, 685*j*
v. Powers, 447
v. Simons, 753
Brownlee *v.* Bolton, 753
v. Steel, 301*c*
Brownold *v.* Rodbell, 408, 413
Brownson *v.* Fenwick, 314

[References are to sections]

Broyles *v.* Prosock, 482
Bruce *v.* Baxter, 814, 834
v. Coleman, 682
v. Davenport, 819
v. Fiss, 766
v. Jones, 719
v. Learned, 528
v. Pettengill, 107*a*
v. Priest, 488
v. Reed, 378
v. United States, 692*e*
v. Welch, 998
Bruck *v.* Feiner, 684
Brucker *v.* Manistee & G. R. R. R., 647*b*
Bruhm *v.* Ford, 156
Brumby *v.* Smith, 655*c*
Brunell *v.* Cook, 537
Bruns *v.* Schreiber, 964, 975
Brunsden *v.* Humphrey, 85*c*
Brunskill *v.* Mair, 755
Brunson *v.* Lynde, 451
v. Martin, 1049, 1065, 1066
Brunswick *v.* Ætna Indemnity Co., 408, 413
v. Snow, 303, 692*f*
v. Slowman, 564
Brush E. L. & P. Co. *v.* Simonsohn, 44
v. Long Island R. R., 318, 319
v. Manhattan Railway, 1198
Bruske *v.* Neugent, 1345
Bryan *v.* Acee, 388
v. Johnson, 973
Bryant *v.* American Telegraph Co., 887
v. Barton, 607*a*
v. Booth, 1027*a*
v. Craig, 311*d*
v. Everley, 1012, 1020
v. Hambrick, 679*a*, 1012
v. Jackson, 448
v. Omaha & C. B. R. & B. Co., 98 Ia. 483, 67 N. W. 392; 1355
v. Omaha & C. B. R. & B. Co., 98 Ia. 483; 1364
v. Stillwell, 659
v. Tidgewell, 1251
Bryer *v.* Foerster, 1354
Bryson *v.* McCone, 646
Bryton *v.* Marston, 411
Bube *v.* Birmingham Ry. L. & P. Co., 43*g*
Buccleuch *v.* Metropolitan Bd. of Works, 1101, 1102
Buchan *v.* Broadwell, 332
Buchanan *v.* Alwell, 973
v. Carpenter, 1246*c*
v. State, 692*k*
v. Stout, 43*g*
v. West Jersey R. R., 43*h*
v. Western U. T. Co., 894
Bucher *v.* Wisconsin Cent. Ry., 1364
Buck *v.* Fisher, 307
v. Hermance, 1220
v. Leach, 256, 440
v. Little, 700*a*
v. Louisville & N. R. R., 932
v. Maddock, 1249
v. Morrow, 988, 988*a*
v. People's St. R. E. L. & P. Co., 486*c*
v. Pike, 999*h*
v. Remsen, 76, 77
v. Rhodes, 691*a*
v. Rodgers, 999
v. Webb, 873*a*
v. Wilson, 85*a*
Buckhout *v.* Witwer, 426
Bucki *v.* McKinnon, 673*b*
Buckingham *v.* Orr, 331
v. Thompson, 1027*a*, 1030
Buckley *v.* Buckley, 534, 539
v. Dawson, 1002
v. Kelly, 310*a*
v. Knapp, 360, 377, 385, 445
v. Van Diver, 682*a*
Bucklin *v.* Beals, 54
Buckman *v.* Davis, 335
Buckmaster *v.* Grundy, 304, 959, 1012
v. Smith, 497*g*
Bucknam *v.* Great N. Ry., 43*g*
v. Nash, 1268
Buckner *v.* Terrell, 688*a*
Buckry-Ellis *v.* Missouri Pac. Ry., 486*b*, 1356
Buckstaff *v.* Hicks, 445
Budd *v.* Crea, 641
v. Multnomah St. Ry., 257
v. Union Ins. Co., 340*b*
v. Walker, 914

[References are to sections]

Buddin *v.* Fortunato, 926
Budlong *v.* Cunningham, 1028
Buel *v.* Chicago, R. I. & P. Ry., 1334
Buell *v.* Worcester County, 1172*a*
Buenzle *v.* Newport Amusement Assoc., 222, 873b
Buerk *v.* Imhæuser, 1227
Buffalo *v.* Pratt, 1150
Buffalo, *In re* City of, 1149
Buffalo, The, 1357
Buffalo & H. T. Co. *v.* Buffalo, 317
Buffalo B. S. C. Co. *v.* Milby, 226*g*
Buffalo B. W. C. *v.* Phillips, 152
Buffalo Bayou B. & C. R. R. *v.* Ferris, 1143
Buffalo C. C. M. Co. *v.* Hodges, 1303
Buffalo Elevating Co. *v.* Prussian Nat. Ins. Co., 722*a*
Buffalo G. Ins. Co. *v.* Title & T. Co., 793*a*
Buffkin *v.* Baird, 655*b*
Buford *v.* Gould, 316, 772
v. Hopewell, 368
Bugge *v.* Seattle Electric Co., 1356
Buggi *v.* Milburn, 365
Building Co. *v.* Jencks, 968
Building L. & W. Co. *v.* Fray, 966, 977, 979
Buist *v.* Guice, 738
Bulgarian, The, 589, 593
Bulkley *v.* Honold, 762
v. U. S., 607
Bull *v.* Beiseker, 966
v. Griswold, 363*a*, 373*a*, 936
v. Keenan, 235*a*
v. Pratt, 914
v. Rich, 314*b*
v. Schuberth, 665
Bullard *v.* Briggs, 964
v. Harkness, 685*k*
v. New York, N. H. & H. R. R., 1149
v. Stone, 246, 734
Bullen *v.* Arkansas V. & W. Ry., 1152*a*
Bullock *v.* Adams, 1026
v. Delaware, L. & W. R. R., 387
v. Ferguson, 341, 685*g*
v. Porter, 933
v. White Star Steamship Co., 864
Bump *v.* Cooper, 19 Ore. 81; 762
Bump *v.* Cooper, 20 Ore. 527; 246
Bumpass *v.* Webb, 913
Bunce *v.* Bunce, 692*k*
Bunch *v.* Potts, 109, 734
Bunchfield *v.* Haffey, 678
Bundle *v.* State Belt Elec. Ry., 67
Bundy *v.* Maginess, 360, 372, 386, 487*a*
v. Ridenour, 973, 974
Bungenstock *v.* Nishnabotna Drainage Dist., 109
Bunke *v.* New York Tel. Co., 932, 1295, 1334
Bunker *v.* Hudson, 1110
Bunn *v.* Moore, 339*a*
v. Schnellbacher, 439*i*
Bunny *v.* Hopkinson, 962
Buntin *v.* Duchane, 383*a*
Bunton *v.* U. S., 338
Bunyea *v.* Metropolitan R. R., 573, 573*a*
Burch *v.* Bernard, 445
v. Southern Pac. Co., 1356
v. State, 692*g*
Burchfield *v.* Haffey, 678
Burckhalter *v.* Coward, 447
Burckhardt *v.* Burckhardt, 170*a*, 632
Burcky *v.* Lake, 66
Burde *v.* St. Joseph, 1154
Burdell *v.* Denig, 92 U. S. 719; 1225, 1228, 1230
v. Denig, 2 Fish. P. C. 588; 1215
Burden *v.* Mobile, 940
Burdett *v.* Esty, 1236, 1244
v. Lowe, 688
v. Withers, 999*h*
Burdick *v.* Chicago, M. & S. P. Ry., 316, 317, 933
v. Garrick, 311*e*
v. Weeden, 1330
Burdict *v.* Missouri Pac. Ry., 1357
Burditt *v.* New York C. & H. R. R. R., 924
Burfeindt *v.* New York City Ry., 1342
Burger *v.* Northern P. R. R., 1294
v. Rhiney, 226*b*, 990*a*
Burgess *v.* Alliance Ins. Co., 274
v. Beaumont, 1045
v. Doble, 688*a*
v. Southbridge Savings Bank, 327, 343

[References are to sections]

Burgess, *In re*, 287
Burgh *v.* Shanks, 316
Burham *v.* Lockwood, 512*a*
Burhmaster *v.* Ainsworth, 990*b*
Burk *v.* Arcata & Mad River R. R., 579, 584
v. Clements, 981, 982, 1053
v. Dunn, 416
v. Serrill, 1009
v. Webb, 76, 79
Burke *v.* Beveridge, 965
v. Carruthers, 334
v. City & County Contract Co., 1350
v. Ellis, 486*b*
v. Keystone Mfg. Co., 750
v. Louisville & N. R. R., 432*a*
v. Miller, 451
v. Pierce, 999*j*
v. St. Louis Southwestern Ry., 1348
v. Sanitary District, 1171
v. Shaver, 636*d*
Burkett *v.* Georgia Home Ins. Co., 722
v. Griffith, 455
v. Lanata, 388
Burkhardt *v.* Press Pub. Co., 377
Burks *v.* Hubbard, 515
v. Shain, 639
Burland *v.* Montreal, 932
v. Mutual Benefit Assoc., 732
Burleigh *v.* St. Louis Tr. Co., 1348
Burley *v.* Menefee, 487*a*
Burlingame *v.* Burlingame, 1020
Burlington Ins. Co. *v.* Johnson, 692*a*
Burlington R. R. *v.* Johnson, 1154*a*
v. Schweikart, 1160*a*
Burn *v.* Morris, 57
Burnap *v.* Wight, 98, 127, 226*d*
Burne *v.* Richardson, 911
Burnell *v.* Brown, 288
Burnett *v.* Great N. Ry., 937
v. Simpkins, 639, 641
v. Smith, 1072
Burney *v.* Pledger, 492*a*
Burnham *v.* Best, 307, 999*a*
v. Jenness, 373
v. Lawson, 228*f*, 228*g*, 512*a*
v. Roberts, 753
v. Webster, 226*f*, 486
Burnhisel *v.* Firman, 327
Burns *v.* Alabama & V. R. R., 387, 1342
v. Anderson, 328, 334
v. Campbell, 317, 363*a*, 364, 365, 366, 367, 378, 383*a*
v. Follansbee, 676
v. George, 692*i*
v. Merchants' & P. O. Co., 1372
v. Pennsylvania R. R., 574*a*
v. Schreiber, 964
Burnside *v.* Minneapolis & St. L. Ry., 1342
Burpee *v.* Sparhawk, 439*k*
Burr *v.* Burr, 353
v. Redhead, 762, 767
v. Todd, 410, 1006, 1010
v. Wilcox, 301*a*
v. Williams, 750
Burrage *v.* Crump, 407, 410, 424
v. Melson, 1261, 1268
Burrank *v.* New Orleans, 1139
Burrell *v.* Lithgow, 554
v. New York & S. S. S. Co., 613, 614, 636*k*, 1266
Burridge *v.* Fortescue, 675*c*
Burritt *v.* New Haven, 112*a*
v. Rench, 844
Burrough *v.* Abel, 303
Burroughs *v.* Clancey, 1056
v. Housatonic R. R., 1108
v. Morse, 673*a*
v. Richmond County, 346
Burrow *v.* Pound, 612
v. Terre Haute & L. R. R., 1109
Burrows *v.* March Gas, etc., Co., 126*e*
v. Stryker, 334, 345
v. Wright, 128
Burrus *v.* Life Ins. Co., 730
Burruss *v.* Hines, 185, 233, 383*c*
Burson *v.* Cox, 373
v. Fire Assoc., 725
Burt *v.* Advertiser Newspaper Co., 358
v. Burt, 77, 537
v. Butterworth, 695*b*
v. Dewey, 774, 785, 956, 973
v. Dutcher, 509
v. Warne, 926
v. Wigglesworth, 1161
Burtis *v.* Thompson, 636d
Burton *v.* Brookline, 1162

Burton *v.* Chaney, 302
v. Merchants' Ins. Co., 1156
v. Fulton, 543
v. Henry, 120*a*
v. Holley, 137
v. Hughes, 76
v. Pinkerton, 42, 126*d*, 675
v. Randall, 497*e*
v. Reeds, 959, 969, 977
v. Schermerhorn, 1050
v. Scherpf, 873*b*
v. Wilmington & W. R. R., 574*a*
v. Young, 761, 762
Burtraw *v.* Clark, 63, 932
Burvant *v.* Wolfe, 1372
Busby *v.* Treadwell, 973
Buschman *v.* Codd, 439, 778
Bush *v.* Baldrey, 274
v. Baltimore & C. Constr. Co., 615
v. Brandecker, 695*a*
v. Brooks, 655b
v. Canfield, 744
v. Cole, 1011
v. Finucane, 656
v. Holmes, 734
v. Johnson County, 692*f*
v. Jones, 660, 662, 1044, 1067
v. Kirkbride, 685*j*
v. Phillips, 950
v. Prosser, 447, 452
v. Trowbridge Waterworks Co., 1096
Bushman *v.* Taylor, 762
Bushnell *v.* Bushnell, 807, 807*c*
v. Geo. E. King Bridge Co., 153
Buson *v.* Elliott, 301*c*
Bussey *v.* Excelsior Co., 1215
v. M. & L. R. R. R., 854
Bussman *v.* Ganster, 999*c*
Bussy *v.* Donaldson, 29, 429
Bustamente *v.* Stewart, 109, 237, 685*k*, 685*m*
Buston *v.* Pennsylvania R. R., 846*a*
Butcher *v.* Churchill, 801
v. Norwood, 336
v. Peterson, 959, 975
Butcher Steel Works *v.* Atkinson, 651
Butchers' S. & M. Assn. *v.* Com., 163 Mass. 386; 1151, 1160*a*, 1164
v. Com., 169 Mass. 103; 1147
Butler *v.* Anderson, 439*d*
v. Baker, 999*e*
v. Barnes, 238, 962, 982, 983
v. Butler, 77 N. Y. 472; 636*c*
v. Butler, 10 R. I. 501; 304
v. Butler, 8 W. Va. 674; 801
v. Collins, 436
v. Eschleman, 641
v. Gazette Co., 364
v. Hoboken Printing Co., 444
v. Horwitz, 270
v. Kent, 1261
v. Kirby, 301, 308*a*
v. Ladue, 785
v. Manhattan Ry., 486*a*
v. Manny, 636*n*
v. Mehrling, 375, 537, 1326
v. Mercer, 386
v. Moore, 191, 768
v. Prentiss, 439*c*
v. Rolfe, 675*c*
v. State, 692*i*
v. Stockdale, 461, 462
v. Western U. T. Co., 371*a*, 894*b*
v. Winona M. Co., 664
Butler H. R. Co. *v.* Newark, 1164
Butnam *v.* Hussey, 101, 940
Butner *v.* Western U. T. Co., 894
Butte County *v.* Boydston, 1165
Butte Electric Ry. *v.* Jones, 571*b*, 577
Butter *v.* Mutual Aid Loan, etc., Co., 1070
Butterfield *v.* Byron, 655*c*
v. Kirtley, 999*j*
v. Stephens, 824
Butterworth *v.* Todd, 1335
Buttner *v.* Smith, 302*a*
Button *v.* Kinnetz, 311, 999*k*
v. McCauley, 641
Butts *v.* Collins, 1031
v. Edwards, 100, 990*a*
v. Nat. Exch. Bank, 44, 47
v. Phelps, 819
v. Woods, 689*a*
Buxton *v.* Lister, 509, 636*m*
Buzzell *v.* Snell, 301
Byerlee *v.* Mendel, 1064
Byers *v.* Horner, 487*a*
v. Jacobs, 947
Byram *v.* McGuire, 368

[References are to sections]

Byrd *v.* Bord, 673
v. Southern Exp. Co., 573*a*
v. State, 692
v. Texas Midland R. R., 1371
Byrket *v.* Monohon, 447
Byrne *v.* Elfreth, 733*a*
v. Gardner, 44*a*
v. Great Southern & W. Ry., 861
v. Independent School Dist., 667
v. Minneapolis & S. L. Ry., 924*a*, 937
v. Schwing, 819, 820
v. Weeks, 1068
Byrne Mill Co. *v.* Robertson, 199
Byrnes *v.* Baldwin, 669
v. National Ins. Co., 715
v. Palmer, 540
v. Rich, 961, 964, 966
Byrom *v.* Chapin, 73

C

C. B. Coles & Sons Co. *v.* Standard L. Co., 168
C. F. Birtman Co. *v.* Thompson, 995
C. H. Albers C. Co. *v.* Spencer, 685, 685*i*
C. P. Mayer Brick Co. *v.* D. J. Kennedy Co., 752*a*
C. R. Cummings & Co. *v.* Masterton, 934
C. W. Dooley & Co. *v.* Hasenwinkle Grain Co., 762
C. W. Hunt Co. *v.* Boston El. Ry., 243*a*, 645
C. W. Robinson Lumber Co. *v.* Burton, 226*g*, 226*m*
C. W. Zimmerman Mfg. Co. *v.* Daffin, 923
Cabell *v.* Arnold, 464
v. Puryear, 301*c*
Cable *v.* Bowlus, 43*f*
v. Dakin, 375
v. Leeds, 608
Cade *v.* Brown, 1012, 1018
Cadle *v.* Muscatine W. R. R., 95, 932, 947
Cadman *v.* Markle, 655*b*, 673*b*
Cadmus *v.* Fagan, 968, 980
Cadwell *v.* Town of Canton, 633*b*
Cady *v.* Allen, 972
v. Case, 360, 365
Caffe *v.* Bertrand, 496
Caffrey *v.* Darby, 816
Cage *v.* Phillips, 999*b*, 1056
Cagney *v.* Manhattan R. R., 1342
Cahall *v.* Citizens' M. B. Assoc., 688*a*
Cahen *v.* Platt, 613, 753
Cahill *v.* Bensen, 909*a*, 916
v. District of Columbia, 1110
v. Lee, 843
v. London & N. W. Ry., 873
v. Murphy, 445
v. Norwood Park, 1171
v. Patterson, 673*f*
v. Pintony, 1258, 1259
v. Verner, 557
Cahn *v.* Western U. T. Co., 883, 889
Cain *v.* C., R. I. & P. Ry., 95
v. Cody, 540
v. Kelly, 1012*a*
v. Vollmer, 182*a*
Cairnes *v.* Knight, 416, 676
Cairo *v.* Zane, 346
Calahan *v.* Babcock, 334
Calbeck *v.* Ford, 417
Calcaterra *v.* Iovaldi, 573*a*
Calcote *v.* Elkin, 965
Calcraft *v.* Earl of Harborough, 480
Calder *v.* Southern Ry., 385
Calderno *v.* Atlas Steamship Co., 851
Caldwell *v.* Brown, 573*a*, 575
v. Central Park, N. & E. R. R., 484, 1270
v. Dickson, 659
v. Dunklin, 301
v. Ins. Co., 439*c*
v. Murphy, 86*c*, 485*a*, 1289, 1307
v. N. J. S. B. Co., 368
v. Nashua, 1110
v. Northern Pac. Ry., 484
v. Porcher, 1234
v. Sawyer, 1060
v. Schmulbach, 425
v. Southern Ex. Co., 847
v. Stadacona F. & L. I. Co., 725
v. Vicksburg, S. & P. R. R., 368
v. West, 530, 531
Caledonia, The, 854
Caledonian Ry. *v.* Colt, 156, 850, 1089

[References are to sections]

Caledonian Ry. *v.* Ogilvy, 1090, 1092, 1093, 1097
v. Walker's Trustees, 1093, 1095, 1105
Calhoun *v.* Art Metal Constr. Co., 515
v. Burnett, 495
v. Marshall, 345
California, The, 589
California Cured Fruit Assoc. *v.* Ainsworth, 497*b*
California N. & I. Co., *In re*, 573, 579, 596*a*, 599*a*
California P. B. & L. Co. *v.* Wasatch Orchard Co., 734
California Pacific R. R. *v.* Armstrong, 1135, 1175
California S. N. Co. *v.* Wright, 415, 418
California Southern R. R. *v.* Colton Land, etc., Co., 1151
v. Southern Pac. R. R., 1177
Calkins *v.* Bertrand, 1215, 1233
v. Colburn, 451
Call *v.* Foster, 686
v. Hagar, 240, 607, 629
v. Moll, 695*b*
Callaghan *v.* Hall, 311*b*
v. Myers, 1246*b*
Callahan *v.* Ingram, 364, 377
v. Shotwell, 655*c*
Callanan *v.* Brown, 257
v. Gilman, 1194
v. Port Huron & N. W. Ry., 95
v. Shaw, 1331
Callaway M. & M. Co. *v.* Clark, 196
Callen *v.* Collins, 934
Callendar I. & W. Co. *v.* Badger, 760
Callender *v.* Marsh, 1108, 1112
v. Oelrichs, 817
Callo *v.* Brouncker, 665
Calloway *v.* Laydon, 1254, 1256
v. Middleton, 451
Calor O. & G. Co. *v.* Franzell, 1149
Calton *v.* Bragg, 285, 287
Calucha *v.* Naso, 632
Calumet Canal Co. *v.* Morawetz, 1165*a*
Calumet E. R. Ry. *v.* Jennings, 1364
Calumet I. & S. Co. *v.* Martin, 1258
Calumet River Ry. *v.* Moore, 252, 1151, 1171
Calvit *v.* M'Fadden, 516*c*, 745
Camden *v.* Allen, 332
v. Greenwald, 676
v. Ward, 692*b*
Camden C. O. Co. *v.* Schlens, 762
Camden I. Ry. *v.* Frazier, 1342
Camden Interstate R. R. *v.* Smiley, 1117
Cameron *v.* Boyle, 692, 1258
v. Bryan, 1358
v. Burke, 975
v. Cameron, 37
v. Charing C. Ry., 1097
v. Chicago, M. & S. P. Ry., 1171
v. New England T. & T., 43*b*, 43*d*, 43*h*
v. New York El. R. R., 924
v. Pittsburgh & L. E. R. R., 1154
v. Smith, 287
v. Vandegriff, 41, 485
v. White, 608, 613, 752
v. Wynch, 81
Camp *v.* Bates, 343
v. Bostwick, 807
v. Camp, 360, 373
v. Douglas, 1053
v. First Natl. Bank, 331
v. Gauley, 1040
v. Hamlin, 753, 755
v. Homesley, 906
v. Morgan, 89
v. Pollock, 426
v. Randle, 695*c*
v. Western U. T. Co., 876
Campbell *v.* American F. I. Co., 623, 727
v. Arnold, 931
v. Barclay, 1216, 1226
v. Brown, 2 Woods, 349; 186, 908, 916
v. Brown, 100 Tenn. 245; 695*a*
v. Campbell, 451
v. Chamberlain, 682
v. Commonwealth, 692
v. Cook, 1270*a*
v. Coquard, 310*a*
v. Cowdery, 301*c*
v. Dreher, 1347
v. Fleming, 762
v. Gates, 658

[References are to sections]

Campbell *v.* Harmon, 377*a*, 1254
v. Hatchett, 85
v. Hillman, 777
v. Howerton, 614, 988
v. Johnston, 966
v. Jones, 636*n*
v. Kerrick, 439*d*
v. Lewis, 1278.
v. Los Angeles Traction Co., 121*b*
v. Metcalf, 685*k*, 685*n*
v. Metropolitan S. R. R., 1123
v. Miltenberger, 212*b*, 992
v. Morse, 119
v. N. A. Brewing Co., 1354
v. Paddington, 35, 927
v. Pullman P. C. Co., 41, 47, 121*b*, 485, 873*a*
v. Railway Transfer Co., 1348
v. Seaboard Air Line Ry., 363*a*
v. Shields, 11 How. Pr. 565; 999*c*
v. Shields, 6 Leigh, 517; 411
v. Somerville, 802, 1066
v. Tarbell, 680
v. Wheelihan-Weidauer Co., 1357
v. Wilson, 274
v. Woods, 627*a*
v. Woodworth, 244, 317, 432*a*
v. Worman, 695*c*
v. Wright, 828
v. York, 1306
Campbellsville Lumber Co. *v.* Bradley, 739
Campfield *v.* Sauer, 741
Canada *v.* Canada, 636*i*
Canada Paint Co. *v.* Johnston, 102
Canadian & A. M. & T. Co. *v.* Fitzpatrick, 685*j*
Canadian Pac. Ry. *v.* Parker, 1089
v. Robinson, 573*a*
v. Roy, 1089
Canady *v.* Knox, 418
Canal Co. *v.* Grove, 1164
Canandaigua & Niagara Falls R. R. *v.* Payne, 1115, 1185
Canda *v.* Michigan M. I. Co., 1243
v. Wick, 66, 753
Candee *v.* Skinner, 341
v. Webster, 341
v. Western U. T. Co., 154, 888, 890
Candler *v.* Washoe L. R. & G. C. D. Co., 937
Candler Inv. Co. *v.* Cox, 643
Candrian *v.* Miller, 449
Cane *v.* Allen, 979
Cane Belt R. R. *v.* Hughes, 1171*c*
Canfield *v.* Chicago, R. I. & P. Ry., 142 Ia. 658; 1348
v. Chicago, R. I. & P. Ry., 59 Mo. App. 354; 380
v. Eleventh School District, 339
v. McLaughlin, 684
Cannam *v.* Farmer, 1286
Cannel *v.* Buckle, 675*c*
Cannell *v.* M'Clean, 1010
Canning *v.* Williamstown, 44
Cannon *v.* Apperson, 301*c*
v. Beggs, 302*a*
v. Brooklyn City R. R., 1365
v. Folsom, 516*b*, 734
v. Hunt, 645
v. Labarre, 685*h*
v. Overstreet, 383*c*
v. The Potomac, 67*a*, 587
v. White, 904
v. Wilbur, 988
v. W. U. Tel. Co., 154, 890, 889
Cannon Coal Co. *v.* Taggart, 674, 824
Canon City Electric Light & Power Co. *v.* Medart Patent Pulley Co., 760
Canovan *v.* Neeld, 734
Canteen, H. & F. Assoc. *v.* Schwartz, 924
Canter *v.* American & O. I. Co., 235
Canthen *v.* Breyer, 1369
Canton *v.* Smith, 313*a*
Canton A. & N. R. R. *v.* French, 1159
Canton Lumber Co. *v.* Lieler, 164
Cantrell *v.* Fowler, 992
Cantwell *v.* Burke, 991
Cape Girardeau & C. R. R. *v.* Wingerter, 1014
Cape Girardeau & T. B. T. R. R. *v.* St. Louis & G. Ry., 905
Capehart *v.* Carradine, 641
v. Granite Mills, 844
Capel *v.* Lyons, 184
Capen *v.* Crowell, 331
v. De Steiger G. Co., 739

[References are to sections]

Capital Lumbering Co. *v.* Learned, 681*a*
Capital National Bank *v.* Coldwater National Bank, 311*e*
Capper, *Ex parte*, 413
Capps *v.* Vasey Bros., 256
Carbondale Invest. Co. *v.* Burdick, 185
Cardell *v.* Bridge, 657
Carey *v.* Berkshire R. R., 570
v. Brooklyn Heights R. R., 1355
v. Brooks, 946
v. Guillow, 1044
Cargill *v.* Thompson, 189, 218, 228
Carhart *v.* Wainman, 229
Carl *v.* Granger Coal Co., 107*a*, 109, 999*k*
v. Sheboygan & F. du L. R. R., 95, 924, 924*a*, 932
Carland *v.* Cunningham, 126*c*
v. New Orleans, 656
Carle *v.* Nelson, 753
Carleton *v.* Lombard, 773
Carli *v.* Seymour, 618
v. Stillwater & St. P. R. R., 1148
v. Union D. S. R. & T. Co., 363, 363*a*, 924, 932, 948
Carlile *v.* Bentley, 172
Carlin *v.* New York, 642
Carlisle *v.* Callahan, 134
v. Green, 417, 636*a*
Carll *v.* Goldberg, 633*c*
Carlon *v.* Dixon, 678, 689*a*
Carlson *v.* Great Northern Ry., 1364
v. Oregon, S. L. & U. N. Ry., 573*a*
v. Stone-Ordean-Wells Co., 633
v. St. Louis & Suburban Ry., 488
Carlwitz *v.* Germania F. Ins. Co., 726
Carlyon *v.* Lannan, 493, 493*a*
Carman *v.* Beam, 908
v. Franklin Fire Ins. Co., 1042
v. Noble, 795
v. Trude, 762
Carmichael *v.* Bell Tel. Co., 897*a*
v. Texarkana, 91
Carmody *v.* St. Louis Transit Co., 43*i*
Carnahan *v.* Hughes, 756
Carnegie *v.* Federal Bank of Canada, 821
Carner *v.* Chicago, S. P. M. & O. Ry., 933
Carner *v.* Peters, 1024
Carnes *v.* Heimrod, 685*j*
Carney *v.* Concord St. R. R., 571*b*
v. Vogel, 734
Carolina Cent. R. R. *v.* McCaskill, 917
Carolina Portland Cement Co. *v.* Columbia Imp. Co., 161
Carp *v.* Queen Ins. Co., 364, 1337
Carpenter *v.* Barber, 383*b*, 1274
v. Brand, 308*a*
v. Buffalo, N. Y. & P. R. R., 574
v. Carpenter, 90, 633*a*
v. Cummings, 82, 565
v. Doody, 549
v. Dresser, 53, 565*a*
v. Eastern Transp. Co., 67*a*
v. Easton & A. R. R., 331*a*
v. First Nat. Bank, 695, 740, 762, 770
v. Going, 61
v. Hyman, 387
v. Ibbetson, 644
v. Jennings, 1138
v. Landaff, 1129, 1148
v. Le Count, 834
v. Lingenfelter, 499, 534, 936
v. Lockhart, 413
v. Manhattan Life Ins. Co., 53
v. Mexican N. R. R., 41, 47, 180
v. Mitchell, 909*a*
v. N. Y. Evening Journal Pub. Co., 448*d*
v. Pennsylvania R. R., 129
v. Providence W. I. Co., 725
v. Red Cloud, 1369
v. Shelden, 456
v. Small, 903, 916
v. Stevens, 691
v. Stevenson, 682
v. Warner, 559
Carpentier *v.* Atherton, 270
v. Mendenhall, 911
Carr *v.* Am. Locomotive Co., 1353
v. Bennett, 301*c*
v. Hills Archimedean Lawn Mower Co., 633
v. Houston G. & W. Co., 684
v. Moore, 777, 1291
v. Roberts, 789

[References are to sections]

Carr *v.* Smith, 808*a*
v. State, 338
v. Toledo Traction Co., 865
v. Tucker, 1031
Carriearti *v.* Blanco, 312
Carrick *v.* Joachim, 484
Carrico *v.* Stevenson, 614
Carrie *v.* Cloverdale Banking & C. Co., 497*b*
Carrier *v.* Esbaugh, 61
Carrine *v.* Westerfield, 931
Carris *v.* Ingalls, 750
Carrol St., *In re*, 243*c*
Carroll *v.* Caine, 618
v. Centralia Water Co., 1347
v. Little, 310*a*
v. Marshall, 1128
v. Missouri Pac. Ry., 67*a*
v. New York El. R. R., 1198*b*
v. Pathkiller, 527
v. Sharp, 1031
v. Welch, 660, 662
Carroll's Estate *In re*, 616
Carroll-Porter B. & T. Co. *v.* Columbus Mach. Co., 153, 157, 163, 607, 740, 742, 767
Carroll Springs Distilling Co. of Baltimore *v.* Schnepfe, 116
Carron *v.* Clark, 1265
Carruthers *v.* Gay, 411, 413
Carsey *v.* Farmer, 127, 179
Carson *v.* Alexander, 298
v. Arvantes, 414, 999*a*
v. Coleman, 1148
v. German Ins. Co., 335
v. Houssels, 777
v. Kelley, 973
v. Marine Ins. Co., 717
v. Norfolk & C. R. R., 932
v. St. Joseph, 1177
v. Singleton, 481
v. Smith, 317, 373*a*, 387
v. Texas Installment Co., 361
Carsten *v.* Northern P. Ry., 47, 129, 865
Carstens *v.* McDonald, 636*d*
Carter *v.* Baker, 1215, 1220, 1228, 1243
v. Burr, 999*d*
v. Cairo V. & C. Ry., 189, 942
v. Carter, 4 Day, 30; 678
Carter *v.* Carter, 1 Bailey, 217; 973
v. Corley, 411
v. Denman, 976, 979
v. Duggan, 555
v. DuPre, 515
v. Feland, 493, 497
v. Fidelity & Deposit Co., 808
v. Ill. Cent. R. R., 387
v. Kaufman, 419
v. Lacy, 988
v. Nunda, 171*a*
v. Oster, 44*a*
v. Pitcher, 933
v. Roberts, 734, 741
v. Roland, 494
v. Southern Ry., 212
v. Strom, 413
v. Thorn, 311*d*, 678, 692*k*
v. Thurston, 1293
v. Towne, 113
v. Wabash R. R., 937
v. Walker, 1060
v. Wallace, 101, 923
Carthage Turnpike Co. *v.* Andrews, 485*a*, 1354
Cartin *v.* Hammond, 1012
Cartmill *v.* Brown, 301
Cartwright *v.* Culver, 973
v. Elliott, 1337
v. McCook, 747
v. Puissigur, 1353
Caruth *v.* Allen, 101, 109
Carver *v.* J. S. Mayfield Lumber Co., 334, 695*c*
Carvill *v.* Jacks, 959, 1027*a*, 1030
Cary *v.* Courtenay, 274, 275
v. Gruman, 761, 762, 1295
v. Lovell Mfg. Co., 1222
v. Preferred Accident Ins. Co., 116
v. Whitney, 335
Cary Lithograph Co. *v.* Magazine Book Co., 245
Casani *v.* Dunn, 684*a*
Cascarella *v.* National Grocer Co., 1329
Casco Bank *v.* Keene, 708
Case *v.* Babbitt, 555
v. Brown, 1226
v. Case, 45 Ia. 48; 444
v. Case, 137 App. Div. 393; 633*a*

[References are to sections]

Case *v.* Fish, 339*a*
v. Hall, 908
v. Hart, 78
v. Hartford Fire Ins. Co., 723*a*
v. Hotchkiss, 310, 311
v. Marks, 445, 451
v. Minot, 1256*d*
v. Osborn, 308*a*
v. St. Louis & S. F. R. R., 435
v. Shepherd, 924, 931
v. Stevens, 164*a*, 762
v. Simonds, 755
v. Wolcott, 1012
Case Plow Works *v.* Niles & Scott Co., 762
Casey *v.* Ballou Banking Co., 373*a*
v. Carver, 314
v. Galli, 301*a*
v. Gibbons, 325
v. Gill, 638
v. Kelly-Atkinson Const. Co., 1367
Cash *v.* Kennion, 275
Cashion *v.* Western U. T. Co., 894, 894*b*
Casper *v.* Klippen, 126*c*, 182*a*
Cass *v.* New Orleans Times, 453
Cassaboglou *v.* Gibb, 826
Cassady *v.* Trustees of Schools, 303
Casselberry *v.* Forquer, 84*a*
Cassell *v.* Board Councilmen of Nicholasville, 1152*a*
Cassels' Mills *v.* Strater Bros. Grain Co., 753
Cassidy *v.* Hunt, 1226
v. Le Fevre, 190, 646
Cassin *v.* Delany, 1330
v. Marshall, 493
Casteel *v.* Walker, 330
Castello *v.* Landwehr, 574*a*, 577
Castenholz *v.* Heller, 1299
Castino *v.* Ritzman, 482*a*
Castle *v.* Noyes, 834
v. Peirce, 966
Castleberry *v.* Atlanta, 1137
Caston *v.* Perry, 929*a*
Castor *v.* Dufur, 979
Caswell *v.* Coare, 760, 1038
v. Howard, 76
v. Wendell, 962, 966
Catawissa R. R. *v.* Armstrong, 574*a*
Cate *v.* Schaum, 943
Cater *v.* Illinois Cent. R. R., 864
Cates *v.* McKinney, 639, 1266
v. Western U. T. Co., 894
Catharine, The, *v.* Dickinson, 587, 592
Cathcart *v.* Bowman, 970
Catherwood *v.* Caslon, 86
Cathey *v.* St. Louis & S. P. R. R., 365, 1342
Catholic Knights of America *v.* Franke, 301
Catlin *v.* Bell, 816
v. Knott, 311
v. Lyman, 345
v. Smith, 823
v. Ware, 722
Catlin C. C. Co. *v.* Euster, 937
Catron *v.* Lafayette County, 334
Catterlin *v.* Voney, 426
Cattle *v.* Stockton Water Works, 33
Catzer *v.* Brooklyn, O. C. & S. R. R., 1347
Caulkins *v.* Gaslight Co., 83, 497
v. Harris, 301*b*, 981, 982
Causee *v.* Anders, 372
Causin *v.* Taylor, 302*a*
Cavanagh *v.* A. W. Stevens Co., 762
v. Durgin, 202, 932, 939
Cavanaugh *v.* Austin, 447
Cavender *v.* Smith, 912
Caverhill *v.* Robillard, 69, 932
Caverly *v.* Nichols, 676
Caves *v.* Bartek, 209
Cawdor *v.* Lewis, 915
Cawood Patent, The, 1230, 1231, 1234
Cawston *v.* Sturgis, 778, 1028
Cawthon *v.* Lusk, 738
Cayuga, The, 593
Caze *v.* Baltimore Ins. Co., 841
Cease *v.* Cockle, 304, 313*a*
Cecconi *v.* Rodden, 962
Cecil *v.* Hicks, 326
Cedar Rapids, I. F. & N. W. R. R. *v.* Raymond, 1166
v. Ryan, 253
Cederberg *v.* Robinson, 607, 615
Ceigler *v.* Hopper-Morgan Co., 486*c*
Celestial Empire, The, 597*a*
Celluloid Mfg. Co. *v.* Cellonite Mfg. Co., 1231

[References are to sections]

Center *v.* American Ins. Co., 711
Central A. Co. *v.* Buchanan, 636*n*
Central B. U. P. R. R. *v.* Andrews, 26 Kan. 702; 95
v. Andrews, 41 Kan. 370; 947
v. Nichols, 252
v. Twine, 1117
Central Bridge Corp. *v.* Lowell, 1173
Central C. & L. Co. *v.* Welborn, 564
Central Coal Co. *v.* Hartman, 182, 183
Central Coal & C. Co. *v.* John Henry Shoe Co., 504, 934
Central Foundry Co. *v.* Bennett, 574
Central G. P. Co. *v.* Mays, 1123
Central of Ga. Ry. *v.* Ashley, 1342
v. Forehand, 1356
v. Glascock, 851
v. Moore, 485*a*
v. Morgan, 212, 864*a*
v. Mote, 1354
v. Murphey, 851
v. Perkerson, 580*a*
v. Price, 117
v. Sowell, 363*a*
v. White, 212
v. Windham, 924
Central Ky. Tract. Co. *v.* Chapman, 1270
Central L. Co. *v.* Providence, 1158
Central Mfg. Co. *v.* Cotton, 486*c*
Central Oil Co. *v.* Southern Refining Co., 753
Central Pac. Ry. *v.* Feldman, 251*a*
v. Kuhn, 481
v. Pearson, 1169, 1179
Central R. R. & B. Co. *v.* Atlantic & G. R. R., 333
v. Lanier, 1270
v. Murray, 933
Central Ry. *v.* Bayonne, 1167
v. Crosby, 1306, 1367
v. De Brav, The, 1357
v. Hassel, 856*a*
v. Hetfield, 924*a*
v. Sears, 316, 319
v. Senn, 1293
v. Thompson, 574*a*, 581
v. Warren, 438
Central Trust Co. *v.* Arctic Ice Mach. Co., 735*c*, 762
Central Trust Co. *v.* Clark, 153
v. Condon, 311*f*
v. Savannah & W. R. R., 856*a*
Centralia *v.* Wright, 95
Centralia & Chester R. R. *v.* Brake, 1163
v. Rixman, 1167
Cepheus, The, 589
Cernahan *v.* Chrisler, 494*a*, 506*a*
Cerny *v.* Paxton & Gallagher Co., 248*a*, 440
Cerrillos Coal R. R. *v.* Deserant, 573, 584
Chace *v.* Hinman, 795
v. Lamphere, 914
Chacey *v.* Fargo, 119, 486
Chadwick *v.* Butler, 519, 734
v. Lamb, 79
v. Woodward, 127, 155, 992
Chaffee *v.* Sherman, 79, 80*a*, 82
Chaffee's Appeal, 1131
Chaffer *v.* Sherman, 565
Chafoin *v.* Rich, 702
Chair Co. *v.* Henderson, 1123
Chairman *v.* Moore, 692*j*
Chaityn *v.* Stock, 633*b*
Chalice *v.* Witte, 153, 742
Chalic *v.* Duke of York, 285
Chalk *v.* Charlotte C. & A. R. R., 139
Chalmers *v.* Shackell, 447
Chamber of Commerce *v.* Sollitt, 758
Chamberlain *v.* Bagley, 417
v. Bellar, 801
v. Brady, 607*b*
v. Collinson, 503, 935
v. Farr, 753
v. Hibbard, 620, 644
v. Lake Shore & M. S. R. R., 1342
v. Parker, 107*c*, 619, 993
v. Porter, 86*c*, 1261
v. Shaw, 80
v. Smith, 304
v. Ward, 587
v. West End of London Ry., 1093
v. Worrel, 493
Chamberlaine *v.* Chester & B. Ry., 1076
Chamberlin *v.* McCallister, 612*a*
v. Scott, 655*b*, 665
v. Vance, 451
Chambers *v.* Boyd, 312

[References are to sections]

Chambers *v.* Brown, 984
v. Chambers, 301*c*
v. Donaldson, 931
v. Ft. Bend County, 606*c*, 679*b*
v. Frazier, 109
v. Goldwin, 343
v. Harper, 229
v. Jaynes, 657
v. Kupper-Benson Hotel Co., 574*a*
v. South Chester, 1163, 1168, 1169, 1172*a*
v. Upton, 383*b*
Chamlee *v.* Planters' Hotel Co., 1355
Champion *v.* Smith, 55*a*
v. Vincent, 101, 363*a*, 373*a*
Champion I. M. & C. S. Co. *v.* Pennsylvania I. W. Co., 165
Champlain *v.* Detroit Stamping Co., 667
Champlain S. & S. Co. *v.* State, 224
Champlin *v.* Baltimore & O. S. W. R. R., 932
v. Rowley, 659
Chandelor *v.* Lopus, 761*a*
Chandler *v.* Allison, 127*a*, 182, 226*d*
v. Bush, 1293
v. Childs, 1044, 1071
v. Doulton, 100, 990*a*
v. Grieves, 672
v. Jamaica Pond A. Co., 331*a*, 1158
v. Smith, 126*a*
v. Stear, 83
Chandler's W. B. and London County Councils, *In re*, 1085
Chapel *v.* Bull, 956, 962, 969
Chaperon *v.* Portland G. E. Co., 435*a*
Chapin *v.* Murphy, 325
Chaplin *v.* Hicks, 200
v. Warner, 762
Chapman *v.* Albany & Schenectady Railroad, 1182
v. Atlantic Ave. R. R., 1355, 1363
v. Burt, 305
v. Chicago & N. W. Ry., 318, 844
v. Cochran, 755
v. Commonwealth, 692*c*
v. Copeland, 101
v. Dodd, 1326
v. Doherty, 551
v. Fowler, 736
Chapman *v.* Ingram, 753
v. Kansas City, etc., Co., 617, 752
v. Kerr, 533
v. Kincaid, 1334
v. Kirby, 182, 254
v. Larin, 753
v. McCrea, 819
v. Oshkosh & M. R. R. R., 1148, 1155
v. Pfarr, 1365, 1367
v. Rawson, 940, 1286
v. Rockford Ins. Co., 722
v. Ross, 795
v. Southern Pac. Co., 1357
v. Thames Manuf. Co., 99
v. Thornburgh, 565*b*
v. Western U. T. Co., 45*a*, 894, 894*a*
Chapman Dec. Co. *v.* Security Mut. L. Ins. Co., 419
Chappel *v.* Theus, 301*c*
Chappell *v.* Ellis, 436, 564
v. Western Ry., 182*a*
Chappelle *v.* Olney, 340*c*
Charde *v.* Brooklyn, 1154*c*
Charles *v.* Altin, 86, 817
v. St. Louis & I. M. R. R., 493
Charles City Plow & M. Co. *v.* Jones, 565*c*, 682
Charles J. Webb & Co. *v.* Novelty Hosiery Co., 753
Charles R. Stone, The, 587
Charleston *v.* Newman, 1121, 1149
Charleston & S. S. Bridge *v.* Comstock, 1154
Charleston & W. C. R. R. *v.* Reynolds, 1156
Charleston Fruit Co. *v.* Bond, 413
Charleston Ice Manuf. Co. *v.* Joyce, 650, 655, 655*c*
Charleston Lumber Co. *v.* Friedman, 426
Charlotte, The, 124 Fed. 989; 1367
Charlotte, The, [1908], P. 206; 76
Charlton *v.* Markland, 1337
Charman *v.* Hibbler, 970, 982, 983
v. Tatum, 982, 983
Charman, *Ex parte*, 287
Charrington *v.* Laing, 415
Chartier *v.* Marshall, 1012

[References are to sections]

Chase *v.* Allen, 416
v. Bennett, 241*a*
v. Blaisdell, 493
v. Burlington, C. R. & N. Ry., 1306
v. Clearfield Lumber Co., 214*b*, 933
v. Cochran, 170
v. Corcoran, 650
v. Dearborn, 677
v. Heaney, 623
v. Hoosac T. & W. R. R., 933
v. Jemmett, 1175
v. Keyes, 554
v. Manhardt, 341
v. Munroe, 558
v. New York Central R. R., 221
v. Portland, 1148, 1172*a*
v. Smith, 642
v. Snow, 58, 226*c*
v. Union Stone Co., 308*a*, 310
v. Western U. T. Co., 45*a*, 894
v. Worcester, 1147
Chase County Nat. Bank *v.* Thompson, 535
Chatfield *v.* Bunnell, 460
v. Wilson, 940
Chatham *v.* Jones, 742
Chatsworth *v.* Rowe, 1327
Chattahoochee, The, 587, 588
Chattahoochee Brick Co. *v.* Sullivan, 614
Chattanooga *v.* Dowling, 91, 95
v. Geiler, 1148
Chattanooga, R. & C. R. R. *v.* Liddell, 359
Chatterton *v.* Crothers, 408, 419
v. Fox, 986
Chaude *v.* Shepard, 414
Chauncey *v.* Yeaton, 317
Chauvin *v*, Valiton, 537
Chaves *v.* Torlina, 203
Cheairs *v.* Coats, 999*d*
Cheatham *v.* Red River Line, 571*a*, 1367
Cheddick *v.* Marsh, 397, 400, 418
Cheek *v.* Waldrum, 301
Cheeney *v.* Nebraska & C. S. Co., 502, 503, 935
Cheesborough *v.* Hunter, 304
Cheetham *v.* Tillotson, 1276
Cheeves *v.* Anders, 729
Chellis *v.* Chapman, 370, 637*a*, 638
Chelmsford Co. *v.* Demerest, 694
Chemical Nat. Bank *v.* Armstrong, 311*f* 340*a*
v. Bailey, 309
Cheney *v.* Bilby, 340*b*
v. City Natl. Bank, 973
v. Gleason, 1030
v. Libby, 301*b*
Chenowith *v.* Hicks, 1326
Cherbulicz *v.* Parsons, 1361
Chernick *v.* Independent American Ice Cream Co., 67*a*
Cherokee & P. C. & M. Co. *v.* Limb, 576, 1367
Cherry *v.* Lake Drummond Co., 924*a*
v. Louisiana & A. Ry., 1333, 1367
v. Mann, 678
v. McCall, 386
v. Rock Hill, 1115
v. Sutton, 1059
Cherry Valley Iron Works *v.* Florence Iron River Co., 636*b*, 636*d*, 753, 755
Chesapeake & O. C. Co. *v.* Allegany County, 241
v. Chambers, 1110, 1154*c*
v. Knapp, 655*f*
v. William, 1109
Chesapeake & O. R. R. *v.* Chambers, 1110, 1154*c*
v. Conley, 387
v. Crank, 1261
v. Davis, 1356
v. Dodge, 1347
v. Dupee, 1367
v. Fortune, 1356
v. Gross, 95, 948
v. Hawkins, 571*b*
v. Hoffman, 1347
v. Judd, 1367
v. Lang, 574*a*
v. Lavin, 58
v. Osborne, 1342
v. Satterfield, 368
v. Smith, 1138*a*
v. Stein, 1149
v. Stock, 851
v. Ward, 1367
Chesapeake & P. T. Co. *v.* Mackenzie, 932

[References are to sections]

Chesapeake Bank *v.* Swain, 271
Chesapeake T. Co. *v.* Walker, 610
Cheseborough *v.* Home Ins. Co., 720
Chesebro *v.* Powers, 241, 455
Cheshire *v.* Adams and C. Reservoir Co., 1112*a*
Cheshire Turnpike Co. *v.* Stevens, 93
Chesley *v.* Chesley, 639*a*
v. St. Clair, 76, 80
v. Tompson, 47
Chesmore *v.* Barker, 565*a*, 734
Chesnutt *v.* Chism, 976
Chester *v.* Broderick, 688
Chester Co. *v.* Brower, 1120
Chesterfield, Earl of, *v.* Duke of Bolton, 999*j*
v. Jansen, 606*c*
Chesterman *v.* Lamb, 772
Cheuvront *v.* Bee, 999*b*, 1057
Cheveley *v.* Morris, 1258
Chew *v.* Bank of Baltimore, 302
v. Lucas, 989
Chicago, City of, *v.* Greer, 636*a*
Chicago *v.* Allcock, 293, 301*c*
v. Anglum, 1138
v. Angnet, 1138
v. Barbian, 331*a*
v. Bork, 1354
v. Brophy, 1328
v. Burcky, 1151, 1160*a*
v. Colman, 1347
v. Didier, 1363
v. Elzeman, 41, 47, 86*c*, 180, 481, 485, 1328
v. Fowler, 1328
v. Gillett, 1363
v. Gurrell, 226*f*
v. Hesing, 584*a*
v. Hoy, 1328
v. Huenerbein, 184, 942, 948
v. Jackson, 1168
v. Jones, 41, 47, 86*c*, 180, 226*f*, 380*b*, 481, 485
v. Keefe, 574*a*
v. Kelly, 380*b*, 1328
v. Kimball, 1367
v. Langlass, 41, 47, 180, 226*f*, 380*b*, 481, 485
v. Loebel, 1348
v. McDonough, 74
Chicago *v.* McLean, 44
v. McNally, 1309, 1354
v. McShane, 1138, 1169
v. Major, 573*a*
v. Martin, 368, 380*b*
v. O'Brennan, 490, 1269
v. Ogden Sheldon & Co., 1363
v. Palmer, 331*a*
v. People, 337
v. Powers, 575, 580
v. Pulcyn, 1152*a*
v. Reid, 1358
v. Saldman, 1363
v. Scholten, 579
v. Sexton, 613, 655*d*
v. Spoor, 1169
v. Sutton, 1348
v. Taylor, 1115, 1121, 1123
v. Tebbetts, 294
v. Union Bldg. Assoc., 35
v. Webb, 1138
v. Wieland, 1354
Chicago & A. R. R. *v.* Adler, 1367
v. Davis, 316
v. Erickson, 842
v. Flagg, 42, 47, 864, 865, 866
v. Goodwin, 1177
v. Harrington, 483
v. Joliet, 1160*a*
v. Kelly, 574
v. Logue, 1367
v. Murray, 1328
v. Randolph, 487*a*
v. Robbins, 924, 924*a*
v. Scott, 1121, 1295
v. Shannon, 579
v. Springfield, 217, 1161
v. Thrapp, 856*a*
v. Watsker, 1348
v. Wilson, 63 Ill. 167; 180, 226*f*, 481, 485, 1325
v. Wilson, 128 Ill. App. 88; 1367
Chicago & E. Ill. R. R. *v.* Beaver, 575
v. Driscoll, 583
v. Huston, 584*a*
v. Loeb, 95, 1109, 1154*c*
v. McAuley, 1110
v. Barnes, 937
v. Blake, 1138
v. Branyan, 1367

[References are to sections]

Chicago & E. Ill. R. R. *v.* Cleminger, 226*o*, 483
v. Dresel, 1154
v. Hollan, 41, 483
v. Jacobs, 1171*b*
v. Meech, 485*a*
v. Smith, 937*a*
v. Stephenson, 1367
v. Vestor, 576, 1367
Chicago & G. E. R. R. *v.* Vosburgh, 655
Chicago & G. T. Ry. *v.* Hough, 1152*a*, 1167
Chicago & I. C. Ry. *v.* Huntor, 1110, 1164
Chicago & I. R. R. *v.* Baker, 373, 947, 1275
v. Hopkins, 1164
Chicago & J. E. Ry. *v.* Barrows, 1356
v. Patton, 1355
v. Spence, 485*a*
Chicago & M. E. R. R. *v.* Diver, 1165*c*
v. Krempel, 486
v. Mawman, 1165*c*
v. Ullrich, 484
Chicago & N. W. Ry. *v.* Bayfield, 580
v. Calumet Stock Farm, 852
v. Chicago, 1165, 1171
v. Chisholm, 47, 865
v. De Clow, 172
v. Des Lauriers, 1367
v. Dickinson, 844
v. Hoag, 36*a*, 86*a*
v. Kendall, 167 Fed. 62; 1309
v. Kendall, 186 Fed. 139; 935*a*
v. Moranda, 580
v. Nichols, 83*b*
v. Peacock, 1326
v. Shultz, 316, 318
v. Stanbro, 853
v. Sweet, 574
v. Williams, 47, 865
Chicago & Pacific R. R. *v.* Francis, 1123*a*
v. Hildenbrand, 1154, 1163
v. Stein, 1138
Chicago & R. I. R. R. *v.* McKean, 1328
v. Morris, 573*a*
v. Northern Ill. Coal & I. Co., 999*e*
v. Ward, 191, 226*a*, 942, 1275
Chicago & S. E. Ry. *v.* McEwen, 416
Chicago & S. E. R. *v.* Yawger, 614
Chicago & W. I. R. R. *v.* Berg, 1165*a*
v. Cogswell, 1109
v. Englewood Connecting R. R., 1169
v. Ptacek, 573*a*, 1367
Chicago & W. M. R. R. *v.* Huncheon, 1154
v. Reid, 107*c*
Chicago, B. & N. R. R. *v.* Bowman, 1138
Chicago, B. & Q. R. R. *v.* Blank, 1367
v. Emmert, 937
v. Gardiner, 851
v. Griffin, 1328
v. Gunderson, 584*a*
v. Hale, 852
v. Harwood, 573*a*
v. Hines, 47
v. Krayenbuhl, 1356
v. Johnson, 67
v. McGinnis, 1152*a*
v. Metcalf, 435
v. Miller, 851
v. Morris, 1334
v. Naperville, 101
v. O'Connor, 60 N. W. 326; 947
v. O'Connor, 42 Neb. 90; 1165
v. Sample, 1367
v. Schaffer, 93, 924
v. Shafer, 1166
v. Spirk, 150, 868, 872
v. Starmer, 481, 485
v. Steel, 1152*a*
v. Sullivan, 1354
v. Warner, 484, 485
v. Weber, 1367
v. West Chicago St. R. R., 1152*a*
Chicago Building Society *v.* Crowell, 623, 817
Chicago City Ry. *v.* Carroll, 484
v. Cooney, 221*b*
v. Flynn, 181
v. Gillam, 573*a*
v. Henry, 62 Ill. 142; 172, 1328
v. Henry, 218 Ill. 92; 483
v. Howison, 685*e*
v. Kenyon, 1348
v. Mauger, 484
v. Riddick, 575

[References are to sections]

Chicago City Ry. *v.* Saxby, 121*b*, 214*a*, 221*b*
v. Schaefer, 486*b*
v. Shreve, 1355
v. Strong, 1367
v. Taylor, 170 Ill. 49; 44
v. Taylor, 68 Ill. App. 613; 1355
v. Wilcox, 1356
Chicago Co. *v.* Core, 366
Chicago Consol. Bottling Co. *v.* Tietz, 573*a*
Chicago C. T. Co. *v.* Mahoney, 366, 1345
Chicago City Ry. *v.* Mumford, 1348
Chicago Consol. Traction Co. *v.* Schritter, 44
Chicago Dock Co. *v.* Dunlap, 939
Chicago, E. & L. S. Ry. Co. *v.* Adamick, 1367
v. Catholic Bishop, 252, 1158
Chicago G. W. Ry. *v.* Gitchell, 434
v. Root, 1367
Chicago House-Wrecking Co. *v.* U. S., 413, 620*a*
Chicago, I. & E. Ry. Co. *v.* Mason, 1148, 1165*c*
Chicago I. & L. R. R. *v.* Woodward, 852
Chicago Ins. Co. *v.* Graham, etc., Co., 714
Chicago, K. & N. Ry. *v.* Broquet, 1151
v. Davidson, 253, 1171
v. Ellis, 1156
v. Wiebe, 1141, 1154
Chicago, K. & W. Ry. *v.* Emery, 1148
v. Hoffman, 1149
v. Hurst, 1154*a*, 1156
v. O'Connell, 387
v. Parsons, 1149
v. Union Inv. Co., 95, 947
v. Watkins, 71, 932
v. Willets, 932
v. Woodward, 1148
Chicago Macaroni Mfg. Co. *v.* Boggiano, 294
Chicago, Milwaukee & S. P. Ry. *v.* Baker, 1154, 1167
v. Darke, 1165
v. Hall, 1138, 1168
v. Hock, 1169
v. Lindeman, 172
Chicago, Milwaukee & S. P. Ry. *v.* Mason, 252, 1166*c*
v. Milwaukee, 1152*a*
v. Newsome, 172
v. Randolph T. S. Co., 1151
v. Thayer, 1123
Chicago N. S. St. Ry. *v.* Payne, 1121
Chicago Office Bldg. *v.* Lake St. El. R. R., 1121
Chicago, P. & M. R. R. Co. *v.* Atterbury, 1165
v. Moore, 1165*a*
Chicago, P. & S. L. Ry. *v.* Blume, 1163
v. Brinkman, 1109
v. Eaton, 1164, 1165
v. Greiney, 1164, 1165
v. Leah, 1121
v. Nix, 1163, 1165
v. Wolf, 1164
v. Woolridge, 580, 584*a*
Chicago Ry. *v.* Anderson, 47
Chicago R. I. & G. Ry. *v.* Barnes, 47
v. Forrester, 1359
v. Jones, 852
v. Rogers, 247
v. Swan, 130 S. W. 855; 1363
v. Swan, 127 S. W. 1164; 1360
v. Trippett, 1367
Chicago, R. I. & P. R. R. *v.* Austin, 577
v. Barrett, 1350
v. Broe, 854
v. Buel, 1141
v. Carey, 225, 942
v. Caulfield, 47, 484
v. George, 1149
v. Hale, 482*a*
v. Johnson, 937
v. Kennedy, 86*c*
v. McKittrick, 1328
v. Miles, 856*a*
v. Mosher, 1295
v. Moss, 43*j*
v. Newburn, 378, 380
v. O'Neil, 1163
v. Payzant, 1347
v. Planters' G. & O. Co., 856, 856*a*
v. Posten, 181, 860, 1303
v. Pratt, 1349
v. Scheinkoenig, 482*a*
v. Smith, 1109

[References are to sections]

Chicago, R. I. & P. R. R. *v.* Stibbs, 482
v. Sturey, 1141
v. Wehrman, 1331
v. Whiten, 45*a*
v. Young, 67 Neb. 568; 1367
v. Young, 107 S. W. 127; 854
Chicago, R. I. & T. Ry. *v.* Long, 482, 485*a*
v. Porterfield, 577
Chicago, S. F. & C. Ry. *v.* McGrew, 1140, 1164, 1166, 1169, 1172*a*
v. Miller, 1152*a*
v. Vivian, 1140
v. Ward, 1154, 1171
Chicago, S. P. M. & O. Ry. *v.* Lagerkrans, 583
Chicago Sanitary District *v.* Loughran. 1138, 1162
v. McGuirl, 1168
Chicago, St. L. & N. O. R. R. *v.* Abels, 851
v. Jarrett, 1331
v. Rottgering, 253, 1138*a*, 1149, 1154, 1171*b*
v. Scurr, 368, 387, 388
v. Sullivan, 685*j*
Chicago, St. L. & P. R. R. *v.* Barnes, 319, 1334
v. Butler, 171*a*
v. Holbridge, 1342
v. Wolcott, 842
Chicago, T. & T. Co. *v.* Chicago, 685*b*
v. Core, 367, 380
Chicago Terminal Transfer R. R. *v.* Bugbee, 1165*b*
v. Helberg, 1367
Chicago Training School *v.* Davies, 655*b*
Chicago U. T. Co. *v.* Berkes, 1350
v. Brethauer, 181, 485*a*, 1342
v. Brody, 1365
v. Ertrachter, 123
v. Lauth, 1331
v. Lowenrosen, 1363
v. May, 1354
v. Scanlon, 1361
Chicago Union Nat. Bank *v.* Cross, 565*c*
Chicago Veneer Co. *v.* Jones, 1359
Chicago W. D. Ry. *v.* Klauber, 1269
v. Lambert, 180
Chicago Wire Chair Co. *v.* Kennedy & Wright Co., 171*a*
Chidester *v.* Consolidated People's Ditch Co., 113
Child *v.* Boston & Fairhaven Iron Works, 85*b*, 1241
v. Devereux, 340
v. Eureka Powder Works, 793
v. Homer, 449
Childers *v.* San Jose M. P. & P. Co., 364, 377
Childress *v.* Southwest Missouri R. R., 571*b*
Childs *v.* Childs, 1335
v. Lyons, 685*l*
v. New Haven, & N. Co., 1130, 1148
v. New York O. & W. Ry., 872
v. Newport, 1109
v. Shower, 917
Chiles *v.* Belleville Nail Mill Co., 665
v. Craig, 664*a*
v. Drake, 347, 386, 584
v. Southern Ry., 357
Chillimer *v.* Chillimer, 675*c*
Chilson *v.* Downer, 803
Chilton *v.* Union Pac. Ry., 577, 578
v. Whiffin, 700
Chinery *v.* Viall, 80
Chinn *v.* Wagoner, 972
Chinnock *v.* Marchioness of Ely, 1256*b*
Chipley *v.* Atkinson, 470*a*
Chipman *v.* Hibberd, 503, 933
v. Union Pac. R. R., 1356
Chippewa Lumber Co. *v.* Phœnix Ins. Co., 722
Chirac *v.* Reinicker, 911
Chisholm *v.* Arrington, 271
v. Preferred Bankers' L. Assur. Co., 667
Chisholm & M. Mfg. Co. *v.* U. S. Canopy Co., 742*a*
Chisolm *v.* Neyle, 311
Chisom *v.* School District, 1277
Chitty *v.* St. Louis, I. M. & S. Ry., 1354
Chlanda *v.* St. Louis Transit Co., 1360
Choate *v.* Arrington, 692*c*, 692*j*
v. Thorndike, 692*j*

[References are to sections]

Chobanian *v.* Washburn Wire Co., 1357
Choctaw, O. & G. R. R. *v.* Alexander, 178, 927
v. Baskins, 1367
Choctaw, O. & F. R. R. *v.* Burgess, 226*f*
Choctaw, O. & G. R. R. *v.* Hill, 862, 865
Chouteau *v.* St. Louis, 1140
Christ Church Hospital *v.* Fuechsel, 273
Christian *v.* Lord Kennedy, 355
Christian County *v.* Merrigan, 673*d*
v. Oveholt, 655*a*
Christie *v.* Buckeye Ins. Co., 712
v. Fane S. S. Co., 593
Christopher *v.* Austin, 999*c*
Christophulos Café Co. *v.* Phillips, 1257
Christy *v.* Ogle, 976, 982, 1053
Chrysler *v.* Renois, 271
Chrystal *v.* Leval, 777
Chubb *v.* Gsell, 445
Chuck *v.* Quan Wo Chong, 1274
Chumasero *v.* Gilbert, 324*a*
Churan *v.* Sebasta, 637*a*, 639
Church *v.* Baker, 685*k*
v. Bedient, 711
v. Kidd, 308*a*
v. Milwaukee, 1148
v. Wilkeson Tripp Co., 610
Church of Holy Apostles *v.* New York Elevated Railroad, 1191
Churchill *v.* Beethe, 1109
v. Hunt, 792, 795
v. Burlington Water Co., 948
v. Moore, 785
v. Welsh, 54
Cicero & P. St. R. R. *v.* Boyd, 1367
Cilley *v.* Hawkins, 185, 984
Cimarron Land Co. *v.* Barton, 410
Cincinnati *v.* Evans, 189, 932
v. Roth, 1112*a*
v. Whetstone, 331*a*
Cincinnati & C. Ry. *v.* Lutes, 608, 614
Cincinnati & Chicago A. L. R. R. *v.* Marcus, 873
v. Rodgers, 212
Cincinnati & H. & D. R. R. *v.* Chester, 85*c*
Cincinnati & S. Ry. *v.* Carthage, 618
v. Longworth, 253, 1148, 1171*a*
Cincinnati, C. C. & S. L. R. R. *v.* McKelvy, 935*a*
Cincinnati, H. & D. R. R. *v.* Cole, 222, 865, 1328
v. Troy, 1172*a*
Cincinnati, H. & I. R. R. *v.* Eaton, 42, 150, 868, 869
v. Hildreth, 1177
Cincinnati, I. & W. Ry. *v.* Baker, 186
Cincinnati, I., St. L. & C. Ry. *v.* Lutes, 613
v. Pfitzer, 1117
Cincinnati N. & C. Ry. *v.* Cooke, 1365
Cincinnati, N. O. & T. P. R. R. *v.* Carson, 1342
v. Crabtree, 1271*a*
v. Falconer, 935*a*
v. Fortner, 482
v. Halcomb, 1270*a*
v. Hansford, 844
v. Harris, 1342
v. Logan, 846
v. Raine, 126*a*, 873*a*
v. Richardson, 1364
v. Rose, 212, 862
v. Silvers, 1270
v. Strosnider, 365, 1342
v. Troxell, 486*b*
Cincinnati N. T. Co. *v.* Rosnagle, 865
Cincinnati O. & S. W. R. R. *v.* Webb, 873
Cincinnati R. & M. R. R. *v.* Miller, 924*a*, 1117
Cincinnati S. L. Co. *v.* Western S. L. Co., 193*b*, 633, 1246*a*
Cincinnati, St. L. & C. R. R. *v.* Pfitzer, 1148
Cincinnati St. Ry. *v.* Altemeier, 573*a*, 580*a*, 584
Cincinnati, U. & F. W. R. R. *v.* Pearce, 959
Citizens' Bank *v.* Baltz, 301
v. Jeansonne, 983
Citizens' C. & C. Co. *v.* Stanley, 81
Citizens' Elec. Light & P. Co. *v.* Gonzales Water Power Co., 646
Citizens' G. & O. M. Co. *v.* Whipple, 67
Citizens' Nat. Bank *v.* Brown, 302*a*
Citizens' Ry. *v.* Branham, 44

[References are to sections]

Citizens' Ry. *v.* Griffin, 1347
v. Washington, 580
Citizens' R. & L. Co. *v.* Johns, 226*f*, 1365
Citizens' R. T. Co. *v.* Dew, 1298
Citizens' State Bank *v.* Morse, 689*a*
v. Pettit, 793*a*
Citizen's St. R. R. *v.* Hobbs, 227
v. Lowe, 1367
v. Robbins, 516*a*
v. Steen, 360, 368, 380
v. Twiname, 486*a*
v. Willoeby, 365
Citizens' T. & G. Co. *v.* Ohio Valley Tie Co., 685*b*
Citizens' Telephone Co. *v.* Wakefield, 1354
City & Suburban Ry. *v.* Basshor, 655*f*
v. Brauss, 1331, 1342
v. Findley, 47
v. St. Mary Woolnoth, 1085
City Council of Montgomery *v.* Townsend, 1123*a*
City Electric R. R. *v.* Shropshire, 384
City F. Ins. Co. *v.* Corlies, 723*a*
City Nat. Bank *v.* Jeffries, 380, 383*b*, 683
City of Alexandria, The, 595
City of Chester, The, 592
City of Glasgow U. Ry. *v.* Hunter, 1098
City of Macon, 589
City of New York, The, 589, 596
City of Norwalk, The, 599
City Ry. *v.* Adams, 221*a*
Civilta, The, *v.* Perry, 588
Claflin *v.* Case, 980*a*
Clagett *v.* Easterday, 1018
v. Hall, 341
v. Richards, 680, 689*a*
Clancey *v.* Robertson, 669
v. Kenworthy, 692*i*
Clapp *v.* Boston, 1154*a*
v. Herdman, 979
v. Hudson River R. R., 1328, 1330, 1348, 1368
v. Noble, 999*e*
v. Thomas, 565*c*
v. Vatcher, 1256*h*
v. Waters, 537
Clare *v.* Maynard, 6 A. & E. 519; 761
Clare *v.* Maynard, 7 C. & P. 741; 761, 762, 772
Clarence, The, 196, 593
Clarendon Land, etc., Co. *v.* McClelland, 317
Claridge *v.* South S. T. Co., 76
Clarion T. & B. Co. *v.* Clarion County, 1173
Clark *v.* Bailey, 742
v. Baird, 1208, 1295
v. Bales, 360, 373, 1279
v. Barloe, 307, 999*a*
v. Barnard, 416*a*, 679*b*
v. Bates, 55
v. Bell, 78
v. Binney, 447
v. Boardman, 1265
v. Boyreau, 912
v. Britton, 418
v. Brown, 451
v. Bush, 678, 679
v. Busse, 655*c*
v. Carrington, 802, 805
v. Clark, 311
v. Clement, 80*a*
v. Colfax County, 340*b*
v. Dales, 313*a*, 734
v. Dearborn, 79
v. Deering, 762
v. Dodge Healey, The, 599*c*
v. Dutton, 301
v. Elizabeth, 1112*a*
v. Ellithorpe, 1293
v. Fairchild, 655*f*
v. Fisher, 54 Kan. 403; 976
v. Fisher, 1 Paige, 171; 1290
v. Fiteh, 475
v. Foster, 837
v. Fox, 1327
v. Franklin, 655*c*
v. Gilbert, 655*c*, 672
v. Gray, 126*d*, 109
v. Hallock, 214, 565*a*
v. Hampstead, 1160
v. Hannibal & S. J. R. R., 1108
v. Hardgrove, 975
v. Hart, 107*d*
v. Hershy, 304
v. Hodges, 638
v. Holdridge, 503, 934

[References are to sections]

Clark *v.* Huber, 75
v. Iowa City, 346
v. Johnson County Telephone Co., 1349
v. Jones, 1 Denio, 516; 636*g*
v. Jones, 16 Lea, 351; 834
v. Kay, 420
v. Koerner, 646*a*
v. Lamoreux, 79, 82
v. Manchester, 51 N. H. 594; 665
v. Manchester, 64 N. H. 471; 47, 570*b*, 1307
v. Marsiglia, 202, 206, 636*c*, 758
v. Miller, 4 Wend. 628; 814
v. Miller, 54 N. Y. 528; 218, 316, 545, 562
v. Miller, 47 Barb. 38; 543
v. Moody, 305
v. Moore, 157, 159, 734
v. Mumford, 238, 982
v. National Benefit & Casualty Co., 834*b*
v. Neufville, 762
v. Nevada L. & M. Co., 270
v. New England M. F. I. Co., 725
v. New York, 655*b*
v. Newsam, 382
v. North American Co., 453
v. Parr, 959, 966, 981
v. Peckham, 35
v. Pennsylvania R. R., 101, 941
v. Pinney, 279*b*, 279*c*, 744
v. Reese, 637*a*, 641
v. Robertson, 983
v. Russell, 1 Colo. 52; 325
v. Russell, 110 Mass. 133; 226*e*, 647
v. St. L. & S. Ry., 1355
v. San Francisco & S. J. V. Ry., 1258
v. Saybrook, 1154*a*
v. School Board, 1096
v. Sheldon, 311*a*
v. Smith, 550
v. Spense, 1288
v. State, 1272
v. Sullivan, 1531
v. Terry, 673*b*
v. Tilton, 464
v. Tulare L. D. Co., 575
v. United M. & F. Co., 714
Clark *v.* Wabash R. R., 1175
v. Warden, 310*a*
v. Westrope, 612*b*
v. Whitaker, 317
v. Wildridge, 1041
v. Wilkinson, 678
v. Wooster, 1220
v. Worcester, 1147, 1168
v. Yocum, 1007
v. Zeigler, 970
Clark, *In re*, 311*b*
Clark, The, 592
Clark Mfg. Co. *v.* Western U. T. Co., 882
Clark Mile-End Spool Cotton Co. *v.* Shaffery, 486*b*
Clarke *v.* Birmingham and Pittsburgh Bridge Co., 1112
v. Holford, 990*a*
v. Janesville, 346
v. Locke, 1012
v. Murray, 993
v. New York, N. H. & H. R. R., 926
v. Philadelphia & R. C. & I. Co., 1350
v. Scott, 106
v. Sexton, 678
v. West, 692*j*
v. Westcott, 1352
Clarke *and* Wandsworth Local Board, *In re*, 1086
Clark's Cove Guano Co. *v.* Appling, 1042
Clarkson *v.* Skidmore, 988
Clarry *v.* Grand Trunk Ry., 862
Clary *v.* Rolland, 689
Clason *v.* Baldwin, 913, 914
Claudius *v.* West End H. A. Co., 607
Clay *v.* Central R. & B. Co., 571*b*
v. Chicago, Milwaukee & St. Paul Ry., 1362
v. Drake, 324*a*
v. Hart, 692*j*
v. Huston, 276
v. Western U. T. Co., 888
Clay Center *v.* Williamson, 685*i*
Clay County *v.* Chickasaw County, 337
Claycomb *v.* Munger, 980*a*
Clayton *v.* Blake, 657

[References are to sections]

Clayton *v.* Franco-Texan Land Co., 793*a*
v. Keeler, 372
v. O'Connor, 440
Cleary *v.* City R. R., 573, 573*a*, 575
v. Sohier, 655c
Cleaver *v.* Louisville & N. R. R., 371
Clegg *v.* Dearden, 92, 949
v. Metropolitan St. Ry., 1347
v. New York Newspaper Union, 313
Cleghorn *v.* N. Y. C. & H. R. R. R., 368, 378, 379
Clem *v.* German Ins. Co., 726
v. Holmes, 473, 475
Clemens *v.* Dryden, 343
v. Hannibal & S. J. R. R., 116
Clement *v.* British-America Assur. Co., 722, 725
v. Cash, 413
v. Courtright, 684*a*
v. Duffy, 690
v. Little, 317, 567
v. McConnell, 310
v. Milner, 945
v. Spear, 317, 319
v. State Reform School, 662
v. Western Union Telegraph Co., 876
Clement & H. M. Co. *v.* Meserole, 735c, 854
Clement Talbot, Ltd., *v.* Wilson, 1232*a*
Clements *v.* Beatty, 734, 1007, 1016
v. Burlington, etc., R. R., 844
v. Eisely, 493*a*
v. Maloney, 445
v. Philadelphia Co., 1142
v. Schuylkill R. E. S. R. R., 419
v. State, 753
Clemmitt *v.* New York L. I. Co., 730
Clemons *v.* Gray's H. & P. S. Ry., 419
v. Seba, 639
Clendaniel *v.* Tuckerman, 857
Clendinen *v.* Black, 672
Cleveland *v.* Bryant, 999*f*
v. Citizens' Gaslight Co., 43*f*
v. South C. & C. S. Ry., 368
v. Union Ins. Co., 718
Cleveland & P. R. R. *v.* Ball, 1131, 1293, 1295
Cleveland & P. R. R. *v.* Rowan, 573
v. Sutherland, 485*a*
Cleveland C. & C. Co. *v.* American C. I. P. Co., 419
Cleveland, C. C. & S. L. R. R. *v.* Drumm, 579
v. Foland, 1356
v. Fuller, 1326
v. Hadley, 1326, 1355
v. Keenan, 574
v. Lynn, 1356
v. Miles, 575
v. Mitchell, 999
v. Patton, 852
v. Schaefer, 852
v. Wood, 999
Cleveland-Canton Springs Co. *v.* Goldsboro Buggy Co., 752
Cleveland, H. V. & T. Ry. *v.* Shannon, 1354
Cleveland, P. & S. W. Co. *v.* Consumers' Carbon Co., 165
Cleveland School Dist. *v.* Northern Ry., 933
Clevenger *v.* Dunaway, 373*a*, 990*a*
Clews *v.* Jamieson, 1298
Click *v.* Green, 959, 981
Clifford *v.* Dam, 180
v. Kimball, 692
v. Leroux, 170
v. Richardson, 226*d*, 618, 646, 646*b*
Clifton *v.* Charles, 1011
v. Hooper, 103, 547
v. Kansas City So. Ry., 1349
v. Newsom, 755
Cline *v.* Crescent City Ry., 1367
Clinical Instruction Co. *v.* New York Elevated Railroad, 1203
Clinton *v.* Franklin, 363
v. Laning, 1249, 1256
v. Mercer, 106, 610
Clinton Wire Cloth Co. *v.* Gardner, 999*c*
Clio Gin Co. *v.* Western U. T. Co., 882
Cliquot's Champagne, 1299
Clissold *v.* Machell, 360, 372, 382, 1279
Clore *v.* Robinson, 755
Close *v.* Crossland, 774
v. Fields, 295, 305, 622*b*
v. Samm, 924

[References are to sections]

Closson *v.* Staples, 459
Clothier *v.* Webster, 1089
Cloud *v.* Smith, 310
Clough *v.* Patrick, 1050
v. Unity, 331*a*
Clouser *v.* Clapper, 480
Clover, The, 587
Clow *v.* Brogden, 999*h*
Clowes *v.* Hawley, 260
v. Staffordshire Potteries W. Co., 1089
Clowser *v.* Joplin Mining Co., 936
Clukey *v.* Seattle El. Co., 1270*a*
Clune *v.* Ristine, 67*a*
Clunnes *v.* Pezzey, 1300
Clyde, The, 30, 592
Clyde Coal Co. *v.* Pittsburgh & L. E. R. R., 156, 843*a*
Clydebank E. & S. Co. *v.* Castaneda, 620*a*, 620*b*
Coal B. E. Ry. *v.* Young, 1345
Coal Creek Co. *v.* Tennessee C. I. & R. Co., 999*a*
Coal Creek M. & M. Co. *v.* Moses, 503, 935
Coan *v.* Brownstown, 318
Coast Wrecking Co. *v.* Phœnix Ins. Co., 599*c*
Coates *v.* Burlington, C. R. & N. Ry., 572, 1306
v. Cheever, 921
v. Coates, 685*j*
Coatsworth *v.* Lehigh Valley Ry., 1149
Cobb *v.* Boston, 1151, 1162, 1169
v. Great Western Ry., 150
v. Illinois C. R. R., 162, 843
v. Johnson, 1344
v. Klosterman, 979
v. People, 370, 680, 1254
v. St. Louis & H. Ry., 1359
v. Smith, 91
v. Titus, 801
v. Western U. T. Co., 895
v. Whitsett, 739
v. Wrightsville & T. R. R., 924*a*
Cobbey *v.* Knapp, 341
Coburn *v.* Cal. Cement Co., 752*a*
v. Goodall, 312
v. Litchfield, 980
v. Muskegon Booming Co., 312
Cochran *v.* Ammon, 490
v. Cochran, 1338
v. Jones, 766
v. Miller, 368
v. Missouri, etc., R. R., 1171*a*
v. People's Ry., 419
Cochrane *v.* Com., 252
v. Justice Min. Co., 1256*c*
v. Quackenbush, 126*c*
v. Tuttle, 383*b*
v. Winburn, 531
Cockburn *v.* Alexander, 421, 858
v. Ashland Lumber Co., 246, 739
v. Muskoka, M. & L. Co., 199
Cockcroft *v.* N. Y. & H. R. R., 1011, 1017
Cockerell *v.* Barber, 267
Cockrell *v.* Ellison, 191
v. Proctor, 966, 973
v. Warner, 279*b*
Cockrill *v.* Kirkpatrick, 340*b*
v. Mize, 334
Coddington *v.* Idell, 310*a*
Cody *v.* American Educational Co., 250
v. Filley, 335
v. Raynaud, 673*f*
v. Turn Verein, 618
Coe *v.* Peacock, 98, 549
Coen *v.* Birchard, 419
Coffee *v.* Meiggs, 613
Coffey *v.* National Bank of Missouri, 492
Coffeyville Mining Co. *v.* Carter, 580
Coffin *v.* Brown, 364, 377, 384*a*, 447
v. Coffin, 481
v. Newburyport Mar. Ins. Co., 717
v. Osceola, 66, 593
v. Spencer, 364, 372, 481
v. State, 109, 736
v. Taylor, 537
v. Varila, 462, 1326
Coffing *v.* Dodge, 818*b*
Coffman *v.* Burkhalter, 226*c*, 226*d*
v. Huck, 959, 960
v. Williams, 519, 746
Cofield *v.* Clark, 746
v. E. A. Jenkins Motor Co., 633
Coggeshall *v.* Coggeshall, 89
v. Ruggles, 801

[References are to sections]

Cogswell *v.* New York, New Haven & Hartford R. R., 1187
v. West St. & N. E. E. Ry., 1355
Cogwell's Heirs *v.* Lyons, 334
Cohen *v.* Bellenot, 948
v. Eureka & P. R. R., 41, 180, 226*f*, 481, 485
v. Marchant, 559*a*
v. St. Louis, F. S. & W. R. R., 331*a*, 1176, 1177
v. Wittemann, 1258
Cohn *v.* National F. I. Co., 723*a*
v. Neeves, 930*a*
v. Norton, 618, 984
Coker *v.* Brevard, 410
Coil *v.* Wallace, 639
Coine *v.* Chicago & N. W. R. R., 865
Cointement *v.* Cropper, 1330, 1337
Colbert *v.* Rhode Island Co., 1306
Colbourn *v.* Wilmington, 432*a*
Colburn *v.* Chicago, S. P. M. & O. Ry., 618
v. Morrill, 999*c*
v. Northern Pac. R. R., 956
v. Phillips, 842
v. Woodworth, 665
Colby *v.* Meservey, 685*h*, 685*j*
v. Reed, 53, 1028
v. Sampson, 554
v. Wiscasset, 172*a*
Colchester, Mayor of, *v.* Brooke, 35
Colclouth *v.* Nashville, etc., R. R., 1110
Colcord *v.* McDonald, 80*a*
v. Sylvester, 685
Colcough *v.* Milwaukee, 1109
Coldren *v.* Miller, 276
Cole *v.* Buckle, 991
v. Cheovenda, 734, 737
v. Conolly, 527
v. Ellwood Power Co., 1166*c*
v. Fall Brook Coal Co., 1309
v. Goodwin, 873
v. Gray, 45, 361
v. Hoeburg, 1260
v. Holliday, 640*a*, 641
v. Kimball, 979
v. Parker, 575
v. Patterson, 999*d*
v. Rankin, 844
v. Ross, 279*c*
Cole *v.* St. Louis, 1123, 1140
v. Seattle R. & S. Ry., 226*o*, 484
v. Sprowl, 924
v. Stearns, 626
v. Swanston, 742, 1059
v. Thompson, 937
v. Trull, 310*a*
v. Tucker, 373*a*, 386
v. Zucarello, 753
Colean Implement Co. *v.* Strong, 537
Coleman *v.* Allen, 360, 372
v. Ballard, 962
v. Clark, 148, 966, 982, 983
v. Hudson, 89
v. Lucksinger, 959, 973
v. New York & N. H. R. R., 121*b*
v. People, 1249*a*
v. Pepper, 373
v. Riggs, 806
v. Simpson, 673*d*
v. Southwick, 1326
v. Stalnacke, 916
v. White, 480
Coleman's Appeal, 935
Colerain *v.* Bell, 692*e*
Coles *v.* Kelsey, 334
v. Thompson, 86*a*
Coley *v.* North Carolina R. R., 481
Colgate *v.* Western Electric Mfg. Co., 1225
Collamer *v.* Page, 689
Collard *v.* Southeastern Ry., 136, 146, 252, 852, 854
College *v.* Western Union Fuel Co., 935
Collen *v.* Wright, 239*a*, 836, 837, 838
Collier *v.* Cowger, 304, 979
v. Early, 1255
v. Gamble, 966, 973
v. Gray, 302*a*
v. Lyons, 317
v. Pulliam, 812, 814
v. Rutledge, 651, 671
Collingridge *v.* Royal Exchange Assur. Corp., 725
Collins *v.* A. Luban Co., 163
v. Albany & S. R. R., 1325, 1330
v. Baumgardner, 618
v. Bellefonte Central R. R., 531*a*
v. Blantern, 36
v. Cave, 441

[References are to sections]

Collins *v.* Collins, 675*c*
v. Council Bluffs, 32 Ia. 324; 228
v. Council Bluffs, 35 Ia. 432; 388, 1330
v. Crownover, 1286*b*
v. Delaporte, 753
v. Dodge, 180
v. Houston, 538
v. Huffman, 685*k*
v. Hutchinson, 565
v. Janesville, 1348
v. Karatopsky, 123, 992
v. Lavelle, 188
v. Lowry, 494*a*, 506*a*
v. Mack, 45, 637, 638, 639
v. McClurg, 824*a*
v. Mitchell, 684
v. New York C. & H. R. R. R., 67*a*
v. Perkins, 60, 1271*a*
v. Price, 612
v. Sabatier, 301
v. St. Peters, 98
v. Shaw, 1285
v. Sinclair, 685*b*, 685*n*
v. Stephens, 121*b*
v. Thayer, 1054
v. Tigner, 762
v. Todd, 487*a*
v. Waterbury Co., 1357
Collins Park & B. R. R. *v.* Ware, 1306
Collis *v.* Press. Pub. Co., 448*a*
Collomb *v.* Taylor, 78
Collyer *v.* Moulton, 613, 636*c*
Colonel Ledyard, The, 852
Colonial Investment & Agency Co. *v.* Cobain, 1011
Colorado, The, 593, 595
Colorado C. & I. Co. *v.* Lamb, 576
Colorado C. L. & W. Co. *v.* Hartman, 937
Colorado Central C. M. Co. *v.* Turck, 503, 935
Colorado Central R. R. *v.* Allen, 1156
v. Humphreys, 1136
Colorado City *v.* Laife, 1330
v. Smith, 1354
Colorado M. Ry. *v.* Brown, 1171
v. O'Brien, 1356
v. Snider, 251
v. Trevarthen, 1159
Colorado Springs & I. Ry. *v.* Nichols, 1354
Colorado Springs Electric Co. *v.* Soper, 1360
Colorado Springs Livestock Co. *v.* Godding, 755
Colrick *v.* Swinburne, 189, 927, 1195
Colt *v.* Owens, 90 N. Y. 368; 512, 815, 828
v. Owens, 47 N. Y. Super. Ct. 430; 98, 228*e*
Colton *v.* Dunham, 273
v. Good, 646
v. Onderdonk, 33, 932
Columbia, The, 593
Columbia & P. S. R. R. *v.* Histogenetic Medicine Co., 908, 910
Columbia Delaware Bridge Co. *v.* Geisse, 1173
Columbia Nat. Bank *v.* Bletz, 333
Columbia Sav. Bk. *v.* Los Angeles County, 334
v. Winn, 305
Columbian Bldg. Assoc. *v.* Crump, 340*b*
Columbus, The, 1 Abb. Adm. 97; 852
Columbus, The, 3 W. Rob. 158; 589
Columbus & W. Ry. *v.* Bridges, 581
v. Flournoy, 136
Columbus, H. V. & T. Ry. *v.* Burke, 685
v. Gardner, 1165
Columbus, P. & I. R. R. *v.* Simpson, 1148
Colusa Co. *v.* Hudson, 252, 1165, 1178
Colusa Parrot Mining & Smelting Co. *v.* Monahan, 1306
Colvill *v.* St Paul, etc., R. R., 1148, 1165, 1166, 1171*b*
Colville *v.* Besly, 798
Colvin *v.* Corwin, 85*a*, 636*h*
Colwell *v.* Foulks, 407, 410, 419
v. Lawrence, 415
Combs *v.* Scott, 1012
v. Smith, 1140
v. Tarlton, 959, 1012*a*
Comer *v.* Foley, 1342
v. Knowles, 466
v. Mackintosh, 565*c*
Comerford *v.* The Melvina, 592, 593
v. Morrison, 942
Comet, The, 587

[References are to sections]

Comingar *v.* Louisville Trust Co., 248*a*
Comings *v.* Little, 979
Commerce, The, 1326
Commerce C. O. Co. *v.* Camp, 1367
Commerce Exchange Nat. Bank *v.* Blye, 536
Commercial Bank *v.* Jones, 317
v. Kortwright, 627*a*
v. Red River Valley Nat. Bank, 819
v. Ten Eyck, 547
v. Union Bank, 819
Commercial Tel. Co. *v.* Davis, 1363
Comminge *v.* Stevenson, 91, 924, 948
Comrs. *v.* Dunlevy, 1162
v. Greenwood, 692*b*
v. Harkelroads, 1139*a*
v. Johnson, 1157
Commissioners' Court *v.* Street, 1165
Comrs. of Asheville *v.* Johnston, 1148
Comrs. of Dickinson Co. *v.* Hogan, 1165
Comrs. of Kensington *v.* Wood, 948
Comrs. of Parks *v.* Detroit C. G. T. Ry., 1165
v. Michigan C. R. R., 1165
v. Moesta, 1169
Comrs. of Pottawatomie Co. *v.* O'Sullivan, 1129, 1148
Comr. of Public Works *v.* Hills, 620*a*
Comr. of Public Works of New York, *In re*, 1146
Comrs. of Smith Co. *v.* Labore, 1165
Commissioners of State Reservation at Niagara, *In re*, 1156
Commons *v.* Walters, 451
Commonwealth *v.* Allen, 692
v. Bosley, 334
v. Boston & M. R. R., 335, 1167
v. Bracken, 311*b*
v. Bradley, 692*i*
v. Cole, 692*a*
v. Collins, 338
v. Comly, 692*f*
v. Contner, 549
v. Coombs, 1147
v. Crevor, 303
v. Fairfax, 692*d*
v. Hide & L. I. Co., 720
v. Lightfoot, 545
v. Lineberger, 692*f*
Commonwealth *v.* Magnolia V. L. & I. Co., 682, 682*a*
v. Massachusetts Mut. Ins. Co., 311*f*
v. Middlesex, 1147
v. Norfolk, 1147
v. Porter, 19
v. Ricks, 341
v. Sayres, 692
v. Sessions of Norfolk, 481
v. Vanderslice, 334
Commonwealth Electric Co. *v.* Rooney, 1359
Commonwealth Ins. Co. *v.* Sennett, 722
Compania de Nav. La Flecha *v.* Brauer, 596*a*
Compressed A. M. Co. *v.* West, S. P. L. & W. Co., 535
Compta, The, 852
Compton *v.* Compton, 346
v. Heissenbuttal, 240
v. Johnson, 310
v. Martin, 76, 78
Comrade *v.* Atlas L. & S. Co., 1347
Comstock *v.* Clearfield & M. Ry., 1163
v. Connecticut R. & L. Co., 486*a*
v. Heir, 256, 492*a*
v. Hutchinson, 762
v. New York C. & H. R. R. R., 226*b*
v. Smith, 274
v. Son, 965
Conant *v.* Griffin, 584
v. Leslie, 446
v. Riseborough, 326
v. The Pacific Ins. Co., 76, 428
Conaway *v.* Shelton, 641
Concanen *v.* Lethbridge, 555
Concannon *v.* Tyler, 1326
Concord R. R. *v.* Greely, 331*a*, 1171*b*
Concord U. M. F. I. Co. *v.* Woodbury, 725
Concordia Cemetery Ass'n *v.* Minnesota & N. W. R. R., 1130, 1138
Condemnation, Certain Land, *In re*, 1162
Condict *v.* Grand Trunk R. R., 119
Condon *v.* Great Southern R. R., 575
v. Kemper, 413, 419
Cone *v.* Central R. R., 462, 860

[References are to sections]

Cone *v.* Ivinson, 81, 492*a*
v. Southern Ry., 1267
Confederate Note Case, 278
Confederation Life Assoc. *v.* Labatt, 774
Confrey *v.* Stark, 1249
Conger *v.* Weaver, 1010, 1011
Congregation of Children of Israel *v.* Peres, 667, 673*f*
Cong. Soc. in Newport *v.* Walker, 908
Conheim *v.* Chicago & G. W. R. R., 854
Conhocton S. R. R. *v.* Buffalo, N. Y. & E. R. R., 1182, 1208
Conkey *v.* Hopkins, 795
Conklin *v.* Central New York Telephone & Tel. Co., 579
v. Hannibal & S. J. R. R., 973
v. Tice, 1367
Conkling *v.* Manhattan Ry., 926, 1201
Conley *v.* Maine Cent. R. R., 1367
Conlon *v.* McGraw, 93*a*, 925, 932
Conn *v.* Penn., 340*c*
v. Wilson, 639
Connah *v.* Hale, 55
Connal *v.* Fisher, 842
Connecticut *v.* Howarth, 344
v. Jackson, 339*a*, 343
Connecticut, The, 587
Conn. Mut. Life Ins. Co. *v.* C., C. & C. R. R., 346
Connecticut M. L. I. Co. *v.* New York & N. H. R. R., 120
v. Schaefer, 729
v. Westerhoff, 334
Conn. River R. R. *v.* Clapp, 1286
Connell *v.* Boulton, 974
v. Harron, 734
v. Putnam, 486*c*
v. Stalker, 470*a*
v. Western U. T. Co., 45*a*, 894
Connelly *v.* Western U. T. Co., 45*a*, 894
Connemaugh, The, 588
Conner *v.* Bean, 793*a*
v. Clark, 331*a*
v. Cockerill, 1279
v. Nevada, 123
v. Reeves, 795
v. Shepherd, 921
Conners *v.* Walsh, 366, 384
Connersville Wagon Co. *v.* McFarlan Carriage Co., 153, 190
Conness *v.* Com., 252
Conniff *v.* San Francisco, 1116
Connoble *v.* Clark, 164*a*
Connolly *v.* Sullivan, 655*b*, 655*e*
Connor *v.* Hillier, 257
v. International &. G. N. R. R., 1143
v. Levinson, 1296
v. New York, 1372
v. Potts, 1016
v. Wabash R. R., 1347
Connors *v.* Chingren, 1027
Connoss *v.* Meir, 1275
Conolly *v.* Dolan, 808
Conor *v.* Dempsey, 762
Conover *v.* Rapp, 1226
Conqueror, The, 196, 593
Conquest *v.* Ebbetts, 999*h*
Conrad *v.* Burbank, 310
v. Effinger, 956, 959
v. Grand G. U. O. Druids, 959
v. New York Cent. & H. R. R. R., 1367
v. Springfield Consol. Ry., 1354
v. Western U. T. Co., 876
Conried M. O. Co. *v.* Brin, 413, 416
Conroe *v.* Conroe, 451
Conroy *v.* Flint, 98
Consaul *v.* Sheldon, 645
Conservators *v.* London, T. & S. Ry., 1080
Consolidated Coal Co. *v.* Haenni, 387
v. Maehl, 573
v. Schneider, 999
v. Shepherd, 1355
v. Stein, 574
Consolidated Home Ditch & R. R. *v.* Hamlin, 932, 1164
Consolidated Ice Co. *v.* Pennsylvania R. R., 1156
Consolidated Ice Machine Co. *v.* Kiefer, 1367
Consolidated Ins. Co. *v.* Cashow, 728
Consolidated Stone Co. *v.* Morgan, 583
v. Staggs, 574*a*
Consolidated Trac. Co. *v.* Graham, 1327

[References are to sections]

Consolidated Trac. Co. *v.* Hone, 573
v Lambertson, 43*i*
Consolidated T. L. Co. *v.* Bronson, 691*a*
Constable *v.* Colden, 340
v. Lefever, 671
v. National S. S. Co., 119*c*
Constant *v.* Lehman, 1027
Constantine *v.* Rowland, 684*a*
Constitution Pub. Co. *v.* Way, 453
Consumers' Ice Co. *v.* Jennings, 194
Consumers' Pure Ice Co. *v.* Jenkins, 646
Contee *v.* Findley, 336
Continental, The, 587
Continental Divide M. I. Co. *v.* Bliley, 492*b*, 520
Continental L. I. Co. *v.* Houser, 73*f*
Converse *v.* Burrows, 762
v. Prettyman, 771
v. U. S., 673*e*
Convis *v.* Citizens' M. F. I. Co., 725
Conway *v.* Mitchell, 614, 1046
v. Nicol, 480
Conwell *v.* Claypool, 301*b*
Conwisher *v.* Johnson, 377
Conyers *v.* Magrath, 310, 312
Cooch *v.* Geery, 910
Coody *v.* Gress Lumber Co., 933
Cook *v.* American E. C. & S. G. Co., 1367
v. Beal, 19, 1368
v. Boone S. E. R. R., 1154
v. Brandies, 753
v. Brockway, 1293
v. Champlain Tr. Co., 71, 950
v. Chapman, 685*j*, 685*n*
v. Chehalis River Lumber Co., 1355
v. Clark, 21 Ky. L. Rep. 316; 302*a*
v. Clark, 4 E. D. Smith, 213; 704
v. Clary, 537
v. Clay St. H. R. R., 573*a*
v. Cockrill, 704
v. Courtright, 345
v. Curtis, 961, 964, 965
v. Ellis, 352, 372, 386, 489
v. Finch, 415
v. Fowler, 290, 325
v. Garza, 363*a*, 373, 1334
Cook *v.* Greenough, 685*m*
v. Gross, 540
v. Hamilton County, 613
v. Hartle, 55, 494*b*
v. Illinois Trust & Savings Bank, 346
v. Jennings, 841
v. Loomis, 55, 493
v. McCabe, 655*c*
v. Marsh, 688*a*
v. Merrifield, 795
v. Moseley, 1073
v. Nicholas, 905
v. Perry, 316
v. Redman, 86*b*
v. Sanders, 61
v. Sanitary Dist. of Chicago, 1166, 1169
v. Soule, 209, 991, 992
v. South Park Com'rs, 336, 1138
v. Southern Ry., 363
v. State, 692*e*
v. Tousey, 678
v. Zucarello, 753
Cook County *v.* Harms, 1299
v. Sexton, 642
Cook L. C. & P. Co. *v.* Oconto Co., 934*a*
Cooke *v.* Davis, 270
v. England, 90
v. Farinholt, 307
v. Independent T. & T. C. Co., 671
v. Meeker, 301*c*
v. O'Brien, 452
v. Preble, 1046, 1060, 1067
v. Whorwood, 636*g*
v. Wise, 307, 999*a*
Cooley *v.* R. R., 863
Coolidge *v.* Brigham, 775
v. Burnes, 1041
v. Choate, 244, 265, 432*a*
v. Neat, 45, 638, 638*a*, 638*b*
v. New York, 1367
Coombe *v.* Sansom, 262
Coombs *v.* King, 47
Coon *v.* Moffitt, 473
Coonan *v.* Cape Girardeau, 416*a*
Cooney *v.* Chase, 458
v. Pullman P. C. Co., 873*a*
Coons *v.* People, 692*d*

[References are to sections]

Cooper *v.* Cedar Rapids, 1110
v. Coates, 308
v. Dallas, 226*l*
v. Hames, 685*d*, 685*j*
v. Hopkins, 43*i*, 484
v. Kipp, 1032
v. Lake Shore & M. S. Ry., 575, 580, 582
v. Manhattan R. R., 1205*c*
v. Mullins, 41, 47
v. New York, L. & W. Ry., 924*a*, 932
v. New York O. & W. Ry., 1367
v. Newman, 565
v. Page, 789
v. Randall, 74, 924
v. Ratliff, 535
v. St. Paul City Ry., 1354, 1362
v. Scyoc, 467
v. Sillers, 91
v. Singleton, 973
v. Townsend, 302*a*
v. Young, 152, 842, 856
Coopers *v.* Wolf, 98, 549
Coorman *v.* Brooklyn Heights R. R., 1342
Coos Bay R. & E. R. & N. Co. *v.* Nosler, 170, 647*b*
Coosaw Min. Co. *v.* Carolina Mfg. Co., 184, 685*b*
Copeland *v.* Copeland, 968, 974
v. Cunningham, 237
v. Hamilton, 762
v. McAdory, 959, 970, 980, 980*a*, 1041
v. New England M. I. Co., 718
Copelin *v.* Phœnix Ins. Co., 711
Copper Co. *v.* Copper Mining Co., 519
Coppin *v.* Braithwaite, 45*a*, 47, 865
Coppins *v.* New York C. & H. R. R. R., 1355
Coppola *v.* Kraushaar, 106
Coquard *v.* Prendergast, 334
Corbett *v.* Anderson, 614
v. Brown, 441
v. Oregon Short Line R. R., 573*a*, 575
v Wrenn, 968, 979
Corbin O. & G. Co. *v.* Mull, 618
Corbley *v.* Wilson, 447
Corcoran *v.* Benicia, 1116
v. Doll, 334
v. Harran, 386, 487*a*
v. Judson, 237
v. Ulster & D. R. R., 1347
Cordell *v.* Western U. T. Co., 894*c*
Corder *v.* Martin, 685*m*
Cordiner *v.* Los Angeles Tr. Co., 172
Cordrey *v.* Washington Stevedore Co., 1355
Corey *v.* Buffalo, C. & N. Y. R. R., 1182
v. Eastman, 674
Corgan *v.* Frew, 334
Corkings *v.* Meier, 382
Corliss *v.* Worcester, N. & R. R. R., 570*b*
Cormier *v.* Bourque, 126*a*
Corn Exchange Bank *v.* American D. & T. Co., 703
v. Nassau Bank, 304
v. Peabody, 512
Corn Products Refining Co. *v.* King, 1356
Cornelissens *v.* Driscoll, 987
Cornell *v.* Jackson, 970, 975, 976, 977, 1027
v. Payne, 468
Cornell, *In re*, 814
Cornell-Andrews S. Co. *v.* Boston & P. R. R., 209 Mass. 298; 1154*b*
v. Boston & P. R. R., 202 Mass. 585; 1169
Cornely *v.* Marckwald, 1215, 1220, 1222
Corner *v.* Mackintosh, 86*a*
v. Shew, 1277
Cornes *v.* Harris, 946
Cornforth *v.* Maguire, 565
Corning *v.* Corning, 487*a*, 488, 1259
v. Lowerre, 1184, 1194
v. Woodin, 934
Cornish *v.* New Jersey S. Ry., 67*a*
Cornwall *v.* Gould, 797
Corporation of Hythe *v.* East, 1256*b*
Corridan *v.* Wilkinson, 447
Corrigan *v.* Chicago, 1157
v. Foster, 692*c*
v. Trenton D. F. Co., 345
Corrister *v.* Kansas City, S. J. & C. B. Ry., 150

[References are to sections]

Corsair, The, 570, 570*b*
Corsair M. Co. *v.* Carolina M. Co., 685*b*
Corse *v.* Minnesota Grain Co., 306
Corson *v.* Neatheny, 294
Cort *v.* Ambergate, N. & B. & E. J. Ry., 636*a*, 758
Cortelyou *v.* Lansing, 509, 744
Corwin *v.* Wallace, 657
v. Walton, 386
Cory *v.* Boylston Ins. Co., 714
v. Silcox, 73, 101
v. Thames I. W. & S. B. Co., 146, 147, 160, 183, 190, 740
Coryell *v.* Colbaugh, 351, 637, 637*a*
Cosand *v.* Bunker, 256
Cosgriff *v.* Miller, 360, 363, 364, 366, 385, 386, 927
Cosselmon *v.* Dunfee, 1356
Costello *v.* Burke, 1154*a*
Costic *v.* Rochester, 380*b*
Costigan *v.* Mohawk & H. R. R., 206, 207, 227, 667, 858, 1024, 1034
Cota *v.* Mishow, 1064
Cotes *v.* Davenport, 926
Cotheal *v.* Talmage, 413
Cothers *v.* Keever, 762
Cothran *v.* Ellis, 824
v. Hanover Nat. Bank, 256
Cotter *v.* Plumer, 933, 934*a*
Cotterill *v.* Hobby, 100
Cottier *v.* Stimson, 1222
Cotton *v.* Reed, 60
v. United States, 647*c*
v. Wallace, 1286*b*
Cotton Press Co. *v.* Bradley, 368, 573*a*
Cottone *v.* Murray's, 666
Cottrell *v.* Russell, 435
Cotts *v.* Wheeling & E. G. R. R., 1149*a*
Cotulla *v.* Kerr, 444
Couch *v.* Chesapeake & O. Ry., 377*a*
v. Eastham, 301*c*
Coughlan *v.* Phila. B. & W. R. R., 579
Coughlin *v.* McElroy, 303
Coulson *v.* Panhandle Nat. Bank, 494*a*, 565*a*
Coulter *v.* Merchants' Union Ex., 43*h*
v. Norton, 988, 988*a*
v. Pine Twp., 67*a*
Coulter's Case, 1034, 1044
Council *v.* St. Louis & S. F. R. R., 252
Countess of Rutland's Case, 55
Countryman *v.* Fonda, 572
County *v.* Brock, 1143*a*
v. Leidy, 1288
County Board of Education *v.* Bateman, 692*a*
County of Blue Earth *v.* St. Paul & S. C. R. R., 1151
Coupe *v.* Royer, 1215
v. Weatherhead, 1231
Coupland *v.* Housatonic R. R., 851
Courcier *v.* Ritter, 811
Courier Journal Co. *v.* Millen, 607
v. Sallee, 363, 377
Course *v.* Stead, 1285
Courtney *v.* Boswell, 760
v. Kneib, 361
Courtoy *v.* Dozier, 43
Cousins *v.* Lake Shore & M. S. Ry., 486
Coutant *v.* Catlin, 1154*a*
Covenant M. B. Assoc. *v.* Hoffman, 732
Coventry *v.* Barton, 834
Covert *v.* Gray, 91
v. Sargent, 38 Fed. 237; 1228
v. Sargent, 42 Fed. 298; 1229
v. Valentine, 941
Covey *v.* Campbell, 1303
Covington *v.* Bollwinkle, 1363
v. Diehl, 1364
v. Taffee, 1123, 1138*a*
Covington & C. B. Co. *v.* Goodnight, 1364
Covington & C. E. R. R. *v.* Kleymeier, 95, 1165
Covington St. R. R. *v.* Packer, 573*a*, 575
Covington S. R. T. Ry. *v.* Piel, 1169
Covode *v.* Principal, 645
Cowan *v.* Donaldson, 336
v. Western U. T. Co., 45*a*, 894
Coward *v.* East Tennessee, V. & G. R. R., 873
Cowart *v.* Walter Connally Co., 417
Cowden *v.* Finney, 565
v. Lockridge, 234, 235*a*
Cowdrey *v.* Carpenter, 416
v. Coit, 979
v. Greenlee, 1023

[References are to sections]

Cowdrey *v.* Woburn, 1179*a*
Cowell *v.* Edwards, 807*b*
Cowen *v.* Winters, 366
Cower *v.* Lehman, 311*a*
Coweta Falls Mfg. Co. *v.* Rogers, 183, 646*b*
Cowing *v.* Cowing, 478, 479
v. Howard, 303
v. Rumsey, 1228
Cowles *v.* Marble, 340*b*
Cowley *v.* Davidson, 10 Minn. 392; 98
v. Davidson, 13 Minn. 92; 317, 842
Cowper Essex *v.* Local Board for Action Anony., 1102
Cox *v.* Birmingham Ry. L. & P. Co., 388
v. Charleston Fire & Mar. Ins. Co., 717
v. Crumley, 360, 364, 365, 367, 368, 373
v. Estell, 660
v. Gerkin, 777
v. Henry, 959, 964, 979, 981, 982, 1014
v. McLaughlin, 54 Cal. 605; 655*a*
v. McLaughlin, 76 Cal. 60; 312, 314
v. Marlatt, 324*a*
v. Phila., H. & P. R. R., 252, 1142
v. Sargent, 689
v. Smith, 93 Ark. 371; 1020
v. Smith, 1 Nev. 161; 330
v. Sprigg, 106
v. Strode, 959, 966, 982
v. Sullivan, 831
v. Vanderkleed, 47, 482, 483
v. Wilmington City Ry., 578
Coxe *v.* England, 933, 934
v. State, 338
Coxe Bros. & Co. *v.* Anoka Water Works, 734
Coxhead *v.* Johnson, 1348
Coy *v.* Indianapolis Gas Co., 143, 164
Coyle *v.* Baum, 765
v. Peoples' Ry., 482, 483, 484, 485
Crabbs *v.* Koontz, 183, 691*a*
Crabtree *v.* Clapham, 83, 537
v. Hagenbaugh, 85, 636*g*
Crabtree *v.* Kile, 760
v. Messersmith, 636*d*
v. Missouri Pac. R. R., 580
v. Randall, 303
Crabtree C. Min. Co. *v.* Hamby, 948
Craddock *v.* Goodwin, 467
Crafts *v.* Wilkinson, 334
Craig *v.* Catlet, 449
v. Chambers, 101
v. Cook, 366, 373, 1330
v. Craig, 804
v. Dillon, 416
v. Dumars, 315
v. Durrett, 664*a*
v. McHenry, 80
v. Penrick, 340*b*
v. Rochester City & B. R. R., 1183, 1184
Crain *v.* Beach, 87, 636*h*
v. Petrie, 113, 127*a*
v. Yates, 266
Craker *v.* Chicago & N. W. R. R., 43*i*, 47, 357, 379, 380, 1342
Cram *v.* Bailey, 81
v. Dresser, 1042, 1047, 1058
v. Laconia, 1117
Cramer *v.* Barmon, 458
v. Danielson, 1252
v. Eagle M. Co., 70[1]
v. Lepper, 345
v. Marsh, 497*d*
v. Metz, 613, 614
Crandall *v.* Quin, 638
Crane *v.* Andrews, 678
v. Bennett, 1335
v. Dygert, 303
v. Hardman, 1057
v. Knubel, 659
v. Patton, 988
v. Peer, 426
v. Powell, 90, 614
v. Schaefer, 367
v. Stone, 545
v. Thayer, 303
v. Warner, 555
Crane Bros. Manuf. Co. *v.* Adams, 664
Crane Co. *v.* Columbus Const. Co., 762
Crane Elevator Co. *v.* Lippert, 121*b*
Cranev *v.* Schloeman, 1350
Cranfill *v.* Hayden, 441

[References are to sections]

Crank *v.* Forty-second St., M. & S. N. A. Ry., 86*c*
Cranmer *v.* Kohn, 193*a*
Cranston *v.* Marshall, 862
Crapo *v.* Hefner, 331
Crater *v.* Binninger, 117, 118, 778
v. Futts, 1148
Craufurd *v.* Smith, 495
Craven *v.* Bloomingdale, 378
v. Clary, 959, 979, 981
v. Tickell, 304
Cravens *v.* Hunter, 107*a*
Crawford *v.* Andrews, 554
v. Beard, 274
v. Cochran, 823
v. Delaware, 1115
v. Earl, 750
v. Forest Oil Co., 935
v. Geiser Manuf. Co., 734
v. Heatwole, 419
v. Jarrett, 565
v. Jones, 999*e*
v. McDonald, 1031
v. Mail Pub. Co., 312, 313
v. Metropolitan El. Ry., 1208
v. Morris, 1279
v. Nolan, 565
v. Parsons, 189, 1265
v. Rittenhouse, 857
v. Simonton, 334
v. Southern R. R., 575
v. Willing, 310
v. Wilmington Bank, 302*a*
v. Word, 549, 692*i*
Crawfordsville *v.* Bond, 1110
Crawson *v.* Western U. T. Co., 894
Craythorne *v.* Swinburne, 964
Creal *v.* Keokuk, 1108
Creamer *v.* Bowers, 323, 1244
v. Moran Bros. Co., 1367
Creason *v.* St. Louis, I. M. & S. Ry., 1347
Credle *v.* Ayres, 908
Creech *v.* Creech, 676
v. Humptulips B. & R. G. Co., 132
Creek *v.* McManus, 685*f*, 685*k*
Creevy *v.* Carr, 448*d*
Cregin *v.* Brooklyn C. R. R., 573*a*
Creighton *v.* Comstock, 743
v. Dilks, 857, 858
Creighton *v.* Haythorn, 531*a*
Crenshaw *v.* Smith, 959
Crescent Mfg. Co. *v.* N. O. Nelson Mfg. Co., 608, 613, 617
v. Wabash Mfg. Co., 1256*k*
Crescent Min. Co. *v.* Wasatch Min. Co., 301
Cressey *v.* Parks, 61
Creswell *v.* Nesbitt, 692
v. Woodside, 684
Crete *v.* Childs, 221*b*
Cretin *v.* Levy, 337
Creve Cœur Lake Ice Co. *v.* Tamm, 208*a*
Crews *v.* Cortez, 989
v. Dabney, 440, 777
v. Lackland, 1259
Crichfield *v.* Julia, 192, 627*a*
Crimes *v.* Bowerman, 126*d*
Criner *v.* Pike, 76
Crippen *v.* Thompson, 793
Crisdee *v.* Bolton, 408, 418
Crisfield *v.* Storr, 959, 961
Crissell *v.* Riley, 817
Crist *v.* Armour, 734
v. Jacobi, 762
Critcher *v.* Porter-McNeal Co., 762
Critchfield *v.* Humbert, 906
Crittenden *v.* Johnston, 193, 625
v. Posey, 316, 774
v. Springfield F. & M. Ins. Co., 722
Croak *v.* Owens, 755
Crocker *v.* Field's B. & C. Co., 679*a*
Crockett *v.* Mitchell, 326
Crockford *v.* Winter, 286
Crofford *v.* Vassar, 682
Croft *v.* Bunster, 695
v. London & N. W. Ry., 1082
Crogan *v.* Schiele, 1272
Croix L. & L. Co. *v.* Ritchie, 934*a*
Crole *v.* Thomas, 671
Cromer *v.* City of Logansport, 214*b*
Crommelin *v.* New York & H. R. R., 857
v. Thiess, 999*e*
Crompton *v.* Ward, 547
Crompton & K. L. Works *v.* Hoffman, 646
Cromwell *v.* County of Sac, 327, 695, 703

Crone *v.* Crone, 301*c*
Cronemillar *v.* Duluth-Superior Milling Co., 668
Crook *v.* Tull, 334
Crooke *v.* Anderson, 1194
v. Moore, 755
Crooker *v.* Bragg, 99
v. Hutchinson, 831
v. Melick, 548
Crooks *v.* Dickinson, 307
v. Dickson, 999*a*
v. Moore, 750
Crookshank *v.* Mallory, 657
Cropper *v.* Nelson, 275
Crosby *v.* Cuba R. R., 1357
v. Hanover, 1107
v. Humphreys, 101, 487*a*
v. Mason, 310
v. Merriam, 311*d*
v. Morton, 301
v. Otis, 311
v. Watkins, 734
v. Wyatt, 807
Crosby Lumber Co. *v.* Smith, 316, 627*a*
Crosby S. G. & V. Co. *v.* Consolidated S. V. Co., 1237, 1244, 1250
Crose *v.* Rutledge, 1326, 1328
Croshaw *v.* Ins. Co. of N. Am., 717
Crosier *v.* Craig, 638
Cross *v.* Bellona, The, 599*c*
v. Brown, 497*b*, 684
v. Cross, 1256*h*
v. Devine, 1027
v. Grant, 480
v. Ill. Cent. R. R., 482, 483, 484, 485
v. Kansas City, 1177
v. Kansas City, H. S. & M. Ry., 868
v. Noble, 976
v. Plymouth Co., 1147
v. Wilkins, 1304
Crossfield *v.* Such, 527
Crossley *v.* Hojer, 536, 537
Crouch *v.* Great Northern Ry., 843
v. Gutmann, 657
v. Johnson, 973
v. Kansas City So. Ry., 937*a*
v. L. & N. W. Ry., 76, 434
v. Miller, 1039
Croucher *v.* Oakman, 675
Crounse *v.* Syracuse & R. R., 237, 685*n*
Crouse *v.* Chicago & N. W. Ry., 67
Crow *v.* National Bank, 682
v. State, 295, 317
Crowe *v.* Gallenkamp, 664*a*
Crowell *v.* Beatrice Havener, The, 596
v. Beverly, 1160*a*
v. Brothers, The, 599*c*
Crowley *v.* Apted, 990*a*
v. Burns B. & M. Co., 734
Crown Vinegar & Spice Co. *v.* Wehrs, 751
Crowninshield *v.* Robinson, 1066
Crowther *v.* Sawyer, 334
Crozier *v.* Grayson, 801
v. Minneapolis St. Ry., 1360
Cruce *v.* Cruce, 311*b*
Crug *v.* Gorham, 734
Cruger *v.* Sullivan, 334
Crumb *v.* Oaks, 431, 493
Crummey *v.* Bentley, 917
Crump *v.* Ficklin, 684*a*
v. Rebstock, 664
Crutcher *v.* Choctaw, O. & G. R. R., 101, 854
v. Elliott, 768
Cruts *v.* Wray, 78, 531
Crux *v.* Aldred, 419
Crymble *v.* Mulvaney, 248*a*, 565*c*
Crystal City & U. R. R. *v.* Boothe, 1143
Cubitt *v.* O'Dett, 924
Cud *v.* Rutter, 750
Cudahy Packing Co. *v.* Broadbent, 171*a*, 1270*a*
Cuddee *v.* Rutter, 750
Cuddy *v.* Major, 153, 742
Cue *v.* Breeland, 435
Cuesta *v.* Royal Ins. Co., 723*a*
Culbertson *v.* Ashland C. & C. Co., 647*c*
Culbertson I. & W. P. Co. *v.* Wildman, 664, 665
Culin *v.* Woodbury Glass Works, 156, 734, 742*a*
Cull *v.* San Francisco & Fresno Land Co., 989
Cullen *v.* Bimm, 753
v. Gallagher, 664*a*
v. Sears, 657

[References are to sections]

Cullen *v.* Whitham, 345
Cullity *v.* Dorffel, 236
Cullum *v.* Branch Bank, 301*b*
Culmer *v.* Caine, 296, 340
Culver *v.* Blake, 1060
v. Green, 677
v. Hill, 209, 992
v. Marks, 302*a*
Cumberland *v.* U. S., 1171*e*
v. Willison, 1112, 1116
Cumberland, The, 135 Fed. 234; 593
Cumberland, The, 5 L. T. R. 496; 716
Cumberland & O. C. Co. *v.* Hitchings, 93, 947
Cumberland & P. R. R. *v.* Slack, 667
Cumberland Coal & Iron Co. *v.* Tilghman, 77
Cumberland T. & T. Co. *v.* Allen, 368
v. Cartwright C. T. Co., 370
v. Cassedy, 363, 373, 380, 1334
v. Hobart, 897*a*
v. Jackson, 897*a*
v. Overfield, 1261, 1270*a*, 1363
v. Paine, 363
v. Pitchford, 1367
v. Poston, 366, 368, 385
v. Quigley, 168, 881*a*, 894
Cumberland Valley M. P. Co. *v.* Schell, 722
Cuming *v.* Brooklyn City R. R., 86*c*, 486*c*
Cummerford *v.* McAvoy, 447
Cumming *v.* Hackley, 796, 797, 800
Cummings *v.* Badger Lumber Co., 536
v. Bradford, 306
v. Burleson, 237
v. Dixon, 1112*a*
v. Dudley, 279*c*
v. Gann, 363
v. Harrison, 979
v. Howard, 325
v. M'Gehee, 905
v. Mugge, 685*i*
v. Roeth, 1256*e*
v. Williamsport, 1142
Cummins *v.* Crawford, 372
v. Des Moines & S. L. Ry., 1295
v. Ennis, 769
v. Hanson, 636*g*
v. Heald, 303
Cummins *v.* Kennedy, 959
v. Presley, 593
Cunard S. S. Co. *v.* Fabre, 595
Cundiff *v.* Cundiff, 993
Cunnea *v.* Williams, 1040
Cunningham *v.* Carrico, 325
v. Dorsey, 613, 615
v. E. & T. H. R. R., 67*a*
v. Finch, 685*l*
v. Jones, 659
v. Metropolitan L. Co., 934
v. Metropolitan S. Co., 534
v. Mutual Reserve Life Ins. Co., 1367
v. Neal, 1363
v. San Saba County, 334
v. Seattle Electric R. & P. Co., 1342
v. Steamboat Low Water, 675
v. Stein, 948
v. Stockton, 414
v. Stoner, 539
v. Sugar, 248*a*, 565*c*
Curd *v.* Letcher, 341
Curl *v.* Chicago, R. I. & P. Ry., 364
Curlee *v.* Rose, 458
Curley *v.* Hudson County, 337
Curlman *v.* Smith, 1115
Curnan *v.* Delaware & O. R. R. R., 408*a*, 647*b*
Curphy *v.* Terrell, 1286*b*
Curran *v.* Rogers, 1024
v. Smith, 193, 607
Currie *v.* Waverly & N. Y. B. R. R., 1154
v. White, 313*a*, 734
Currier *v.* Baker, 807*b*
v. Davis, 271
v. Kretzinger, 303
v. McKee, 1255
v. Swan, 384, 1305
v. W. M. Ritter Lumber Co., 667
Curry *v.* American F. L. M. Co., 685*h*, 685*m*
v. Catlin, 565
v. Commonwealth Ins. Co., 725
v. Homer, 688*a*
v. Kansas & C. P. Ry., 89
v. Larer, 411, 676
v. Manhattan Ry., 1211

Curry *v.* Mt. Sterling, 1138
v. Sandusky Fish Co., 908
v. Wilson, 1300
Curtin *v.* Harvey, 684
v. Nittany V. R. R., 1164, 1165, 1167
v. Western U. T. Co., 154, 894
Curtis *v.* Aspinwall, 1026
v. Barber Asphalt Paving Co., 1364
v. Baugh, 794, 936
v. Brannon, 966, 976, 978
v. Brewer, 419
v. Buckley, 701
v. Hannay, 761
v. Innerarity, 301, 698
v. Paggett, 98
v. Rochester & S. R. R., 86*c*, 1270
v. Sioux City & H. P. Ry., 865
v. Smith, 75 Conn. 429; 302*a*
v. Smith, 48 Vt. 116; 607, 613, 650
v. Van Bergh, 419
v. Ward, 60, 494
Curtiss *v.* Bachman, 685*l*
v. Hoyt, 364, 366, 373, 931
v. Lawrence, 1258
Curtley *v.* Security Savings Society, 46 Wash. 50; 241, 1027*a*
v. Security Sav. Soc., 51 Wash. 242; 171*a*
Curvin *v.* Grimes, 1353
Cushing *v.* Boston, 1160*a*
v. Drew, 418
v. Gore, 793
v. Longfellow, 934
v. Seymour, 182, 195
v. Wells, Fargo & Co., 272, 844
Cushman *v.* Blanchard, 962
v. Hayes, 519, 746
v. Northwestern Ins. Co., 722*a*
v. Waddell, 487*a*
Cushman & Rankin Co. *v.* B. & M. R. R., 67*a*
Custis *v.* Adkins, 301*c*
Cutler *v.* Close, 657
v. How, 606*c*
v. James Goold Co., 493, 493*a*
v. Johnson, 606*c*
v. Pittsburg S. P. G. M. Co., 1357
v. Smith, 365, 373, 388
Cutler *v.* Southern, 786
Cutter *v.* Emery, 807
v. Fanning, 493
v. Gillette, 666
v. Gudebrod Bros. & Co., 1246*c*
v. New York, 339
v. Powell, 659
v. Waddingham, 75
Cutting *v.* Cox, 931
v. Grand T. Ry., 136, 854, 882
v. Miner, 193
Cutts *v.* Spring, 933
v. Western U. T. Co., 891
Cyr *v.* Dufour, 1326, 1328
Czarnecki *v.* Bolen-Darnell Coal Co., 948
Czarnikow, MacDougall & Co. *v.* Baxter, 742

D

D. A. Tompkins Co. *v.* Monticello Cotton Oil Co., 165, 1070
D. H. Ewing & Sons *v.* Callahan, 1349
D. N. Osborne & Co. *v.* Carpenter, 608
Dabney *v.* Catlett, 795
v. New England M. M. I. Co., 717
Dabovich *v.* Emeric, 517, 745
Dady *v.* Condit, 188 Ill. 234; 96, 1012
v. Condit, 209 Ill. 488; 1018
Daggett *v.* Adams, 568
v. Daggett, 695
v. Davis, 257, 494
v. Reas, 966
v. Wallace, 637, 639
Daggs *v.* Bolton, 334
Dahill *v.* Booker, 82, 497*c*
Dahmer *v.* Metropolitan St. Ry., 1350
Daigneau *v.* Grand Trunk Ry., 172
Dailey *v.* Crowley, 55, 57
v. Dismal Swamp Canal Co., 91
Daily *v.* Litchfield, 413
Daily Post Co. *v.* McArthur, 380*a*
Dain *v.* Wycoff, 475
Daingerfield *v.* Thompson, 481
Dakin *v.* Williams, 401, 418
Dalbeattie S. Co. *v.* Card, 614
Dalby *v.* Campbell, 536
v. India & London Life Ass. Co., 729, 1031

[References are to sections]

Dalby *v.* Stearns, 822
Dale *v.* Atchison, T. & S. F. R. R., 571*b*
v. Grant, 120
v. Hall, 1032
v. Richards, 305
v. St. Joseph, 1140
v. Shively, 979, 983
v. Southern Ry., 924
Dallam *v.* Fitler, 59
Dallas *v.* Allen, 251
v. Hollingsworth, 673*a*
v. Kahn, 1149
v. Leake, 1149
v. Moore, 486*a*
v. Ross, 1110
Dallas & G. Ry. *v.* Abler, 1359
Dallas & W. Ry. *v.* Spicker, 578
Dallas Consol. Electric St. Ry. *v.* Motwiller, 171
Dallas C. E. St. Ry. *v.* Summers, 490
Dallas Exch. *v.* Tuttle, 695*c*
Dallas P. & S. E. R. R. *v.* Day, 1123
Dallin *v.* Mayer, 1335
Dalrymple *v.* Hannum, 1295
Dalton *v.* Beers, 234, 359, 360, 384*a*, 1342
v. Bowker, 238, 959, 975
v. Kansas City, F. S. & M. R. R., 864*a*
v. Southeastern Ry., 573, 574
Daly *v.* Byrne, 1328
v. Maitland, 407, 416
v. Van Benthuysen, 360, 377, 454
Daly, *In re*, 1156, 1171
Dalzell *v.* Davenport, 1112*a*
Dame *v.* Kenney, 451
Damhorst *v.* Missouri Pac. R. R., 318
Damron *v.* Roach, 125*a*, 927
v. Sweetser, 682*a*
Dana *v.* Fiedler, 296, 313*a*, 734, 1297
v. Goodfellow, 969
v. Sessions, 1074
Dance *v.* McBride, 480
Dancey *v.* Grand Trunk Ry., 865
Dando *v.* Home Telephone Co., 1367
Danforth *v.* Freeman, 660, 662
v. Pratt, 555
v. Tennessee & C. R. R., 614, 615, 647*b*
Danforth *v.* Walker, 37 Vt. 239; 636*c*, 753
v. Walker, 40 Vt. 257; 636*f*
v. Williams, 332
Daniel *v.* Allen, 1368
v. Fort W. & R. G. Ry., 1154*c*
v. Gibson, 334
v. Giles, 487*a*
v. Holland, 493
v. Judy, 1275
v. Lumber Co., 411
v. Perkins Logging Co., 926, 927
v. Western U. T. Co., 154, 890
v. Wharton, 341
Daniell *v.* Boston & M. R. R., 666
v. Sinclair, 343
Danielly *v.* Cheeves, 93
Daniels *v.* Ballantine, 119
v. Bradley, 324*a*
v. Brown, 75, 83
v. C. I. & N. R. R., 1175
v. New York, N. H. & H. R. R., 126*a*
v. Newton, 636*d*, 758
v. Osborn, 294
v. Union Pac. Ry., 1354
v. Ward, 325, 331
v. Wilber, 664*a*, 1049
Danna *v.* Monroe, 1371
Danner *v.* Fort Worth Implement Co., 762
Danolos *v.* State, 614
Danville Bridge Co. *v.* Pomroy, 657
Danville Turnpike Road Co. *v.* Stewart, 1348
Danziger *v.* Boyd, 120 N. Y. 628; 913
v. Boyd, 54 N. Y. Super. Ct. 365; 912
v. Hoyt, 650
Daquin *v.* Coiron, 301
Darby *v.* Missouri, K. & T. Ry., 85*b*
Darcey *v.* Darcey, 416
D'Arcy *v.* Lyle, 834
Darden *v.* Orgain, 301*c*
Darley Main Colliery Co. *v.* Mitchell, 925
Darling *v.* McBride, 685*k*
v. McDonald, 1328
v. Tegler, 77
Darlington *v.* Allegheny, 1172*a*

[References are to sections]

Darlington *v.* Copeland, 685*k*
v. DeWald, 999*j*
v. J. L. Gates Land Co., 976
v. Western U. T. Co., 894*c*
Darnell *v.* Columbus S. C. Co., 363*a*
v. Williams, 702
v. Wilmoth, 934
Darst *v.* Mathieson Alkali Works, 666
Dart *v.* Laimbeer, 193
v. Southwestern B. & L. Assoc., 676
Dashiell *v.* Moody, 695*c*
Daskam *v.* Ullman, 705
Dass *v.* West, 988*a*
Daub *v.* Martin, 334
Daughtery *v.* American U. T. Co., 873, 874, 879, 891, 895
v. Brown, 1140
Dauley *v.* Williams, 612
Dauphiny *v.* Buhne, 447
Davelaar *v.* Milwaukee, 942, 1110
Davenport *v.* Abbott, 1296
v. Anderson, 777
v. Bradley, 1259
v. Ledger, 59, 494, 540
v. McKee, 333
v. Richards, 692*j*
v. Russell, 929
v. Wells, 1 Iowa, 598; 279*b*
v. Wells, 3 Ia. 242; 516*b*
Davenport R. I. & N. W. R. R. *v.* Sinnet, 1166
Davey *v.* Davey, 378
v. Rhode Island Co., 1354
David *v.* Bradley, 78
v. Conard, 311, 1258
v. Southwestern R. R., 581
David Dows, The, 587
Davidge *v.* Guardian Trust Co., 777
Davidor *v.* Bradford, 627*a*
Davidson *v.* Brown, 676
v. Edgar, 657
v. Gunsolly, 76, 78
v. Gwynne, 1068
v. Lee, 43
v. Mexican Nat. R. R., 58 Fed. 653; 310
v. Mexican Nat. R. R., 11 App. Div. 28; 311*c*, 314*a*
v. Michigan C. R. R., 435
Davidson *v.* Molyneux, 1330
v. Munsey, 1246*c*
v. Nichols, 126*a*
v. St. Louis Transit Co., 1360
Davidson-Benedict Co. *v.* Severson, 579, 580
Davidson Bros. Co. *v.* Smith, 762
Davidson Development Co. *v.* Southern Ry., 152
Davies *v.* Hotchkiss, 984
v. Jenkins, 32, 38
v. Penton, 408, 413
v. Stevenson, 256
v. Underwood, 999*h*
Davin *v.* Syracuse, 416*a*
Davis *v.* Alden, 688*a*
v. Alpha P. C. Co., 417
v. Atchison, T. & S. F. Ry., 1331
v. Ayres, 665
v. Barr, 668
v. Barrington, 657
v. Bean, 979, 1053
v. Bliss, 80*a*, 497*g*
v. Blue Ridge Ry., 852
v. Bronson, 636*c*
v. Cayuga & S. R. R., 873
v. Central R. R., 481
v. Chesapeake & O. Ry., 380
v. Cincinnati, H. & D. R. R., 190, 850
v. Crow, 689*a*
v. Cushing, 235*a*
v. Davis, 1326
v. Delpit, 901
v. Dickey, 762
v. Dodge, 665, 666, 667
v. East Tennessee, V. & G. Ry., 65
v. Elliott, 695
v. Emerson, 808
v. Fish, 201
v. Ford, 618
v. Freeman, 420
v. Funk, 703
v. Gardiner, 50
v. Garrett, 816
v. Gillett, 410
v. Gott, 565*a*
v. Grand Rapids Furn. Co., 636*d*, 742

[References are to sections

Davis *v.* Greely, 282, 324*a*
v. Griffith, 449
v. Guarnieri, 120, 583
v. Hall, 959
v. Hamilton, 451
v. Harding, 691*a*
v. Harrison, 704
v. Hearst, 377, 378, 380*a*, 382, 387, 445, 447, 451
v. Hedges, 1073
v. Hendrie, 331
v. Hutton, 922
v. Jefferson Gas Co., 1166*c*
v. Justice, 1248
v. Kendall, 102
v. La Crosse & M. R. R., 924*a*
v. La Crosse Hospital Assoc., 419
v. Lewis, 4 Bibb, 456; 1010
v. Lewis, 7 T. R. 17; 448*d*
v. Logan, 976
v. Louk, 909*a*, 914
v. Lyman, 973, 979
v. McMillan, 1337
v. Marxhausen, 448*a*
v. Mason, 1286
v. Maxwell, 673*f*
v. Michigan Cent. R. R., 570*b*
v. Michigan Southern & N. I. R. R., 873
v. Miller B. L. Co., 933, 934
v. Mohn, 43*i*
v. Nest, 265
v. New Bedford, 1149
v. Northwestern Ry., 1138
v. Oswell, 505
v. Poland, 214*b*
v. Pryor, 639
v. Ry., 570*a*
v. Rake, 301*c*
v. Richardson, 734, 736
v. Rider, 331
v. Rosedale S. Ry., 237
v. Seeley, 1263, 1337
v. Shields, 734
v. Silverton, 1108
v. Simmons, 908
v. Sladen, 448*b*
v. Slagle, 640*a*
v. Smith, 5 Ga. 274; 916, 959
v. Smith, 48 Vt. 52; 298, 310, 344
Davis *v.* Smyth, 239
v. Southern Pac. Co., 1331
v. Standish, 1248, 1254
v. Starrett, 444*a*, 446
v. State, 338
v. Tacoma & P. Ry., 43*j*, 47
v. Talcott, 189, 190, 646
v. Titusville R. R., 1154*c*
v. Wabash, S. L. & P. Ry., 119
v. Wait, 1040
v. Walker, 311
v. Watkins, 301*a*
v. Western U. T. Co., 896
v. Wilborne, 774
avis Provision Co. *v.* Fowler Bros., 735*c*
Davis S. M. Co. *v.* Best, 540
Davis Sulphur Ore Co. *v.* Atlanta Guano Co., 755
Davisson *v.* Burgess, 692
Davy *v.* Hallett, 713
Dawes *v.* Dinger, 304
v. Shed, 681*a*
v. Winship, 316
Dawson *v.* Amey, 934
v. Clay, 335
v. Dawson, 692*j*
v. Holt, 688
v. Louisville & N. R. R., 864
v. McGill, 913
v. Morgan, 705, 803
v. Pittsburgh, 1163
v. Quiney, O. & K. C. R. R., 854
v. State, 681*a*
Day *v.* Conn. G. L. I. Co., 730
v. Cross, 734
v. Gravel, 843
v. Holland, 360, 373
v. Litchfield, 688
v. Lockwood, 310
v. Mapes-Reeve Construction Co., 762
v. New York C. R. R., 51 N. Y. 583; 651
v. N. Y. C. R. R., 22 Hun. 412; 314
v. Woodworth, 233, 234, 352, 360, 364, 365, 366, 927, 930, 932
Dayton *v.* Estate of Dakin, 317
v. Gunnison, 789

Dayton *v.* Hooglund, 1060
v. Lincoln, 1141
v. Parke, 857
v. Pease, 117, 927
Dayton & C. R. R. Co. *v.* Hatch, 627
Deagan *v.* Weeks, 1031
Deal *v.* Osborne, 82, 531*a*
v. Potter, 531
v. St. Louis, I. M. & S. Ry., 937
De Amado *v.* Friedman, 1367
Dean *v.* Blackwell, 373*a*
v. Chicago & N. W. Ry., 318, 437
v. Feely, 915, 916
v. Governor, 692*a*
v. Kansas City, S. L. & C. R. R., 1354
v. Mason, 1220
v. Melbourne, 153*a*
v. Nichols & Shepard, 506*a*
v. Oregon R. & Nav. Co., 573
v. Radford, 168
v. R., etc., Co., 580*a*
v. Ritter, 211, 858
v. Roesler, 984
v. Vaccaro, 844
v. Wabash R. R., 483, 1348
v. White, 607
v. Williams, 339*a*, 343
Deane *v.* Michigan Stove Co., 164*a*, 766
Dearborn *v.* Boston, C. & M. R. R., 1108, 1110, 1151
Dearing *v.* Pearson, 667
Dearing W. T. B. Co. *v.* Thompson, 1046
Dearlove *v.* Herrington, 1328
Deas *v.* Harvie, 695
Deaton *v.* Polk, 1148
De Berard *v.* Priale, 685
De Bernales *v.* Fuller, 286, 287
Deberry *v.* Young, 660, 662
Deblois *v.* Ocean Ins. Co., 711
De Boom *v.* Priestly, 655
De Boul *v.* Freeport R. R., 1165*b*, 1169, 1171*b*
De Camp *v.* Bullard, 184, 794
v. Burns, 685*o*
v. Hewitt, 666, 667
v. Stevens, 673*f*
v. Wallace, 926, 943
Decatur *v.* Fisher, 1326, 1328
v. Hamilton, 47
Decatur Car Wheel Co. *v.* Mehaffey, 574*a*
Decatur St., Matter of, 243*c*
Dechample *v.* Nav. Co., 1155
Deck *v.* Feld, 257, 750
Decker *v.* Decker, 78
v. Gaylord, 447
v. Hassell, 667
v. Mathews, 256, 708
v. School Dist., 657
DeClerq *v.* Mungin, 492
Decorah Woolen Mill Co. *v.* Greer, 214
De Costa *v.* Massachusetts F. W. & M. Co., 172, 939, 941
v. Newnham, 715, 717
De Courcy *v.* Prendergast Const. Co., 1262, 1360
Deegan *v.* Gutta Percha & R. M. Co., 1357
Deems *v.* Albany, 318
Deen *v.* Harrold, 1034, 1046
Deep Mining & Drainage Co. *v.* Fitz-Gerald, 1359
Deere *v.* Lewis, 734
Deering *v.* Johnson, 622*b*
Deery *v.* Williams, 753
Deeves *v.* Richardson & Boynton Co., 643
De Ford *v.* Maryland Steel Co., 119, 196
De Forest *v.* Fulton F. I. Co., 725
v. Leete, 967, 1261
Defrance *v.* Austin, 673*d*
Defries *v.* Davis, 446
Degnan *v.* Brooklyn City R. R., 1363
De Goudouin *v.* Lewis, 265
De Graff *v.* Wickham, 413, 419
De Groat *v.* Fulton, etc., Ins. Co., 722
DeGroff *v.* Amer. Linen Thread Co., 416
De Havilland *v.* Bowerbank, 286, 287
Dehler *v.* Held, 684
Deimel *v.* Brown, 316
Deisen *v.* Chicago, S. P., M. & M. Ry., 1306
Deisher *v.* Stein, 988*a*
Deitrick *v.* Highway Com'rs, 1138

Deitzler *v.* Wilhite, 909*a*, 915
De Jarnette *v.* Dreyfus, 982
De Kay *v.* Hackensack Water Co., 695
De la Bere *v.* Pearson, 124*d*
Delafield *v.* J. K. Armsby Co., 162
v. San Francisco & S. M. Ry., 279*c*
v. Westfield, 302*a*
De La Garza *v.* Booth, 692*i*
De La Grange *v.* Southwestern Tel. Co., 876
Delamarre *v.* Bott, 91
Delamater *v.* Folz, 70
Delano *v.* Curtis, 55
v. Smith, 999*g*
Delaney *v.* Canadian Pac. R. R., 325
v. Stoddart, 817
Delany *v.* Hill, 257
Delaplain *v.* Kansas City, 121*b*
De Lavalette *v.* Wendt, 296, 307, 313
Delavergne *v.* Norris, 967, 973, 979
De La Vergne R. M. Co. *v.* Stahl, 1359
Delaware, The, 596*a*
Delaware & A. T. & T. Co. *v.* Elvins, 73, 926
Delaware & H. Canal Co. *v.* Dubois, 655*e*
v. Mitchell, 636*b*, 734, 737
v. Torrey, 99
Delaware & M. C. T. Co. *v.* Fisk, 933
Delaware & Raritan C. Co. *v.* Lee, 1108
v. Wright, 924
Delaware, L. & W. R. R. *v.* Burson, 331*a*, 1142, 1149
v. Devore, 486*b*
v. Jones, 678
v. Oxford Iron Co., 801
De la Zerda *v.* Korn, 927
Delden *v.* Krom, 736
Delegal *v.* Naylor, 256, 275
DeLeon *v.* Echeverria, 667
v. McKernan, 193*a*, 856*a*
Deleshaw *v.* Edelen, 565*c*
Delevan *v.* Bates, 1263
De Lisle *v.* St. Louis & S. F. R. R., 854
Dellahunty *v.* Little Rock, etc., Co., 979
Delmonte *v.* Southern Pac. Co., 868
DeLong *v.* Spring Lake, etc., Co., 969
Delp *v.* Edlis, 179, 193
Delphi *v.* Evans, 1108, 1112
Deluise *v.* Long Island R. R., 618
De Luna *v.* Union R. R., 574*a*, 1372
Delves *v.* Wyer, 349
De Mahy *v.* Morgan's Louisiana & T. R. R., & Steamship Co., 860
Demarest *v.* Little, 573, 574, 577
Demarett *v.* Bennett, 973
Demars *v.* Koehler, 970, 976, 978
De May *v.* Roberts, 47
Deming *v.* Chicago, R. I. & P. Ry., 43*h*
v. Grand Trunk Ry., 164, 856*a*
v. Kemp, 1059
v. Merchants' Cotton-Press, etc., Co., 812
Demme *v.* Dierkes Furniture Co. *v.* McCabe, 615
Dempsey *v.* Dobson, 78
v. Hertzfield, 992
v. Schawacker, 310
v. W. U. Tel. Co., 212*a*
Dempster *v.* Lansingh, 234 Ill. 381; 1286*b*
v. Lansingh, 128 Ill. App. 388; 377*b*
Den Bleyker *v.* Gaston, 734
Denby *v.* Hairson, 1326
Denew *v.* Daverell, 1038
Dengler *v.* Auer, 645
Denham *v.* Kirkpatrick, 440
v. Western U. T. Co., 894*b*
Deninger *v.* American Locomotive Co., 575
Denio *v.* State, 681*a*
Denison *v.* Ford, 7 Daly 384; 987
v. Ford, 10 Daly 412; 188
Denison & P. S. Ry. *v.* Cummins, 1165
v. Evans, 1149
v. O'Maley, 947
v. Scholz, 1171
v. Smith, 1143
v. Randell, 380*a*
Denken *v.* Canavan, 932
Denman *v.* Johnston, 1306
Denmead *v.* Coburn, 659

Denn *v.* Chubb, 920
Dennery *v.* Bisa, 182
Dennis *v.* Barber, 374
v. Belt, 1032
v. Cummins, 400, 407, 417
v. Johnson, 1335
v. Maxfield, 193, 669
v. Stoughton, 127
Dennison *v.* Daily News Pub. Co., 43*g*
v. Hyde, 226*c*
v. Lee, 307, 999*a*
v. Van Wormer, 1255
Dennison L. & P. Co. *v.* Patton, 1354
Denniston *v.* Imbrie, 340*c*, 344
v. Philadelphia Co., 1110, 1164
Denny *v.* New York C. R. R., 119, 119*d*
v. Reynolds, 691*a*
Deno *v.* Thomas, 497*b*
De Noyels *v.* Joline, 1347
Densch *v.* Scott, 685*n*
Denslow *v.* Van Horn, 640*a*, 641
Densmore *v.* Mathews, 81, 565
Denson *v.* Love, 973, 979
Dent *v.* Davison, 98, 679*a*
v. Dunn, 287
v. Pickens, 638, 639, 640
v. Smith, 717
v. South-Bound R. R., 932
v. Springfield Trac. Co., 1355
Denton *v.* Crouch, 692*j*
v. Wood's Adm'r, 688
Denton Lumber Co. *v.* First Nat. Bank, 695
Dentson *v.* Henderson, 700
Denver *v.* Bayer, 1123, 1136, 1153, 1163
v. Bonesteel, 1123, 1136
v. Hayes, 302*a*
v. Hyatt, 121*b*, 485, 485*a*
v. Rhodes, 1110
v. Sherret, 481
v. Vernia, 1110
Denver & R. G. Ry. *v.* Bourne, 947, 1136
v. Conway, 318
v. De Witt, 856
v. Griffith, 1171*e*
v. Gunning, 578, 1367
v. Harris, 41*a*, 360, 363*a*, 1270*a*
v. Hutchins, 734
v. Lorentzen, 67, 226*f*, 483
Denver & R. G. Ry. *v.* Mitchell, 1270*a*
v. Moynahan, 318
v. Roller, 43*i*, 44
v. Schmitt, 1153
v. Scott, 1326
v. Spencer, 574*a*, 1367
v. Woodward, 574*a*
Denver B. & M. Co. *v.* McAllister, 345
Denver City I. & W. Co. *v.* Middaugh, 91, 1109, 1110, 1164
Denver City Tramway Co. *v.* Martin, 44
Denver E. W. Co. *v.* Elkins, 753
Denver L. & S. Co. *v.* Rosenfield Constr. Co., 419
Denver, S. P. & P. R. R. *v.* Conway, 293
v. Frame, 251, 844
Denver, T. & F. W. R. R. *v.* Dotson, 932
v. Pulaski I. D. Co., 95
Denver, U. & P. R. R. *v.* Barsaloux, 1152
De Palma *v.* Weinman, 182, 927
Depew *v.* Ketchum, 193, 987
v. Peck Hardware Co., 191
Depew, The, 587
Depeyster *v.* Sun M. I. Co., 710
Deppe *v.* Chicago, I. & P. R. R., 1328
De Puilly *v.* St. Louis Church, 667
De Puy *v.* Cook, 1367
Derby *v.* Gage, 310*a*
v. Gallup, 1295
v. Johnson, 655*a*, 655*b*
Derham *v.* Derham, 480*b*
Deri *v.* Union Bank, 256
Derleth *v.* Degraaf, 756
Dermott *v.* Jones, 23 How. 229; 656
v. Jones, 2 Wall. 1; 655*f*, 659, 1067
Dern *v.* Kellogg, 819
Derocher *v.* Continental Mills, 663, 673*a*
Derry *v.* Derry, 107*c*
v. East Saginaw Bd. of Education, 668
v. Flitner, 135
Derry Bank *v.* Heath, 685*g*
De Rutte *v.* New York, A. & B. T. Co., 228*c*, 876, 878, 885, 895
Desha *v.* Robinson, 1050

[References are to sections]

Desha *v.* Smith, 310*a*
Deslonde *v.* O'Hern, 468
Deslottes *v.* Baltimore & O. T. Co., 154, 879
Des Moineaux *v.* New York City Ry., 1360
De Steiger *v.* Hannibal & St. J. Ry., 293, 317
De Taslet *v.* Crousellat, 623
v. Baring, 700
De Tastett *v.* Crousillat, 817
Detmold *v.* Drake, 1151
Detroit *v.* Beecher, 1167
v. Brennan, 1169
v. C. H. Little Co., 1169
v. Daly, 1128
Detroit & M. R. R. *v.* Griggs, 973
Detroit Daily Post Co. *v.* McArthur, 448*a*
Detroit Gas Co. *v.* Moreton Truck Storage Co., 42
Detroit White Lead Works *v.* Knaszak, 149
Detzur *v.* B. Stroh Brewing Co., 1355
Deutsch *v.* Pratt, 762, 780
De Varaigne *v.* Fox, 1187
Devaughn *v.* Heath, 366, 373, 387
Development Co. of America *v.* King, 667
Devendorf *v.* Wert, 99
Devereaux *v.* Buckley, 854
Devereux *v.* Burgwin, 295
v. Cotton Press Co., 942
v. Taft, 312
Deverill *v.* Burnell, 422
Devers *v.* May, 984, 984*a*
Devin *v.* Himer, 1012, 1020
Devine *v.* Brooklyn H. R. R., 485
v. Edwards, 294, 306
v. Kerwin, 312
v. Lewis, 959, 964
Devir *v.* Corley, 490
De Visme *v.* De Visme, 288
Devitt *v.* Providence Washington Ins. Co., 711
Devlin *v.* New York, 63 N. Y. 8; 146, 156, 615
v. New York, 131 N. Y. 123; 331*a*, 339
v. Philadelphia, 1151
Devlin *v.* Pike, 493
Devlin's Estate, 301*c*
Devol *v.* McIntosh, 789
DeWardener *v.* Metropolitan St. Ry., 1363
Dewey *v.* Osborn, 69, 907
Dewing *v.* Sears, 270
Dewint *v.* Wiltse, 999*h*
Dewit *v.* Greenfield, 447, 451
De Wolf *v.* Ford, 873*b*
v. McGinnis, 1297
Dexter *v.* Arnold, 310*a*
v. Collins, 312
v. Manley, 987, 988
v. Spear, 29
Dey *v.* Dox, 734
Deyo *v.* Van Valkenburgh, 101
v. Waggoner, 126*c*, 626
Diamond *v.* Smith, 365
Diamond M. P. Co. *v.* Independent P. P. Co., 741
Diamond Match Co., *v.* Roeber, 426
Diamond Mills Emory Co. *v.* Philadelphia, 1168
Diamond S. S. M. Co. *v.* Brown, 1220
Diamond State I. Co. *v.* San Antonio & A. P. Ry., 608
Diana Shooting Club *v.* Lamoreux, 101
Dias *v.* Glover, 301*b*
Dibble *v.* Bron, 873
v. Morris, 233, 234, 359, 360, 364, 366, 373*a*
Diblin *v.* Murphy, 1330, 1349
Dibol *v.* Minott, 615
Dickens *v.* Shepperd, 975
Dickenson *v.* Fitchburg, 252, 1129, 1147, 1151, 1154*c*, 1160*a*, 1171*b*
v. Gould, 310
v. Jardine, 717
Dickermann *v.* New York, N. H. & H. R. R., 1151
Dickerson *v.* Finley, 159, 199
Dickey *v.* Weston, 86*a*
Dickins *v.* New York C. R. R., 579
Dickinson *v.* Boston, 570*b*
v. Boyle, 101*d*
v. Bull, 695
v. Hart, 182, 189
v. Nicholson, 950
v. Norwegian Plow Co., 664

[References are to sections]

Dickinson *v.* Talmage, 226*d*, 667
Dickinson Creamery Co. *v.* Lyle, 988*a*
Dickson *v.* Chicago, etc. R. R., 93
v. Desire, 959, 961, 973
v. Reuter's Tel. Co., 878
v. Screven, 819
v. Surginer, 298
v. Turner, 1024
Dieckerhoff *v.* United States, 416*a*, 676
Dieffenbach *v.* New York, L. E. & W. R. R., 1349, 1354
Diel *v.* Ferguson, 484, 485
Diels *v.* Kennedy, 752
Diers *v.* Edwards, 107*a*
Diesen *v.* Chicago, S. P., M. & O. Ry., 581
Diestel *v.* Stevenson, 417, 620*b*
Dietrich *v.* Hannibal & S. J. R. R., 226*l*
v. Murdock, 1177
Digby *v.* Atkinson, 999*i*
Digman *v.* Spurr, 743
Dikeman *v.* Arnold, 1007
Dill *v.* Lawrence, 410
v. Mumford, 753
Dillahunty *v.* Railway, 979
Dillard *v.* Collins, 451
v. McClure, 531*a*
v. Stringfellow, 685*g*
Dilley *v.* Ratcliss, 742
Dilliard *v.* Tomlinson, 311*b*
Dillingham *v.* Richards, 1354
v. Russell, 378, 380*a*
Dillon *v.* Anderson, 205, 636*c*
v. Dudley, 302*a*
v. Great Northern Ry., 570*b*
v. Hunt, 67*a*
v. Masterson, 161
v. New York & E. R. R., 846
Dills *v.* Dougherty, 734
Dilts *v.* Plumville R. R., 1154*c*
Dilworth *v.* Curts, 334
v. McKelvy, 77, 691*b*
v. Tinderling, 304
Dimick *v.* Campbell, 1260
Dimmick *v.* Lockwood, 953, 959, 969, 971, 979
Dimmock, The, 595
Dimock *v.* United States Nat. Bank, 520, 1050
Dingle *v.* Hare, 760
Dingley *v.* Oler, 758
Dinkelspiel *v.* New York Evening Journal Pub. Co., 451
Dinnihan *v.* Lake Ontario Beach Imp. Co., 1367
Dinninny *v.* Fay, 551
Director, The, 11 Sawy. 494; 1261
Director, The, 180 Fed. 606; 587
Disbrow *v.* Garcia, 237
v. Ulster T. 580*a*
v. Westchester Hardwood Co., 933, 934
Disosway *v.* Edwards, 408, 418, 676
Distin *v.* Bradley, 359
v. Rose, 446
District of Columbia *v.* Armes, 1148
v. Camden Iron Works, 181 U. S. 453; 313*a*
v. Camden Iron Works, 15 D. C. App. 198; 308
v. Harlan & Hollingsworth Co., 419
v. Prospect Hill Cemetery, 1148
v. Robinson, 316
v. Woodbury, 485*a*
Ditmars *v.* Sackett, 533
Dixon *v.* Baker, 74, 1165
v. Caldwell, 493
v. Clow, 101
v. Deveridge, 105
v. Fawcus, 1271
v. Scott, 1347
v. Smith, 444*a*
v. U. S., 680
v. Western U. T. Co., 885
Dixon-Woods Co. *v.* Phillips Glass Co., 190, 646
Doak *v.* Snapp, 276, 734
Doan *v.* Warren, 98, 103
Doane *v.* Anderson, 1345
v. Chicago City R. R., 410, 1177
v. Dunham, 1060
Dobbins *v.* Duquid, 182, 222, 984, 988
v. Higgins, 301, 655*b*, 662
Dobbs *v.* The Justices, etc., 544
Dobenspeck *v.* Armel, 313*a*
Dobson *v.* Blackmore, 74, 946
v. Dorman, 1234
v. Hartford Carpet Co., 1234, 1243
v. Postal T. C. Co., 373, 1334

[References are to sections]

Dobyns *v.* Yazoo & M. V. R. R., 574, 1367
Dockstader *v.* Young M. C. Assoc., 625
Doctor *v.* Darling, 312, 970, 980*a*
Dr. Harter Medicine Co. *v.* Hopkins, 633, 834*d*
Dodd *v.* Jones, 226, 622, 623
v. Norris, 475
Dodds *v.* Hakes, 189, 984, 987
Dodge *v.* Chandler, 531*a*
v. Cohen, 685*g*
v. County Commrs., 1119
v. Keine, 753
v. Perkins, 305
v. Rockport, 331*a*
v. Tileston, 1066
Dodson *v.* Cincinnati, 1155
v. Cooper, 58, 316, 494, 494*c*, 565*a*
v. McAdams, 673*d*
Dodwell *v.* Gibbs, 911
Doe *v.* Ausman, 98
v. Black, 901
v. Davis, 920
v. Dyeball, 1276
v. Filliter, 350, 920
v. Hare, 918, 920
v. Harlow, 911
v. Huddart, 920
v. Perkins, 920
v. Roe, 448*c*
v. Rowlands, 210, 999*h*
v. Vallejo, 345
v. Warren, 343, 345
Doerhoefer *v.* Shewmaker, 386, 487*a*, 1345
Doggett *v.* Emerson, 303
Doherty *v.* Des Moines City Ry., 1354
v. Dolan, 1012, 1018
v. Munson, 107*c*
Doig *v.* Barkley, 345
Dolan *v.* Rodgers, 655*d*
Dolbeattie Steamship Co. *v.* Card, 858
Dolbeer *v.* Waterworks Co., 1165*a*
Dole *v.* New Orleans R. & L. Co., 1333, 1348
Dolf *v.* Bassett, 921
D'Olier *v.* New York Cent. & H. R. R., 852
Doliff *v.* Robbins, 497
Doll *v.* Cooper, 682, 683
Doll *v.* Hennessy Mercantile Co., 497*b*
Dollar *v.* International Banking Corp., 695
Dolph *v.* Troy Laundry Mach. Co., 734
Dolson *v.* Saxton, 556
Dommerich *v.* Garfunkel, 766
Domville *v.* Keevan, 1268
Donahoe *v.* Emery, 862
v. Star Pub. Co., 448*a*
v. Johnson, 685*h*, 685*k*
v. Parkman, 414
v. Partridge, 302
v. Prosser, 1050
Donald *v.* Ballard, 486*b*
v. Lightfoot, 70
v. St. Louis, K. C. & N. R. R., 924*a*
Donaldson *v.* Mississippi & M. R. R. R., 573*a*, 580, 581
v. State, 679*b*
Donellan *v.* Hardy, 531*a*
Donelly *v.* Booth B. & H. I. G. Co., 1326
v. St. Paul City Ry., 1363
Donely *v.* Rockfeller, 792
Donhard *v.* Shirley, 1334
Donk Bros. C. & C. Co. *v.* Novero, 932
v. Thil, 172*a*
Donlan *v.* Evans, 959, 965, 1028
Donnell *v.* Columbian Ins. Co., 716
v. Jones, 113, 126*c*, 352, 372, 467, 1271
v. Sandford, 481, 484, 485
v. Thompson, 973, 976, 979
Donnelly *v.* Brooklyn, 331*a*, 339
v. Chicago C. Ry., 123
v. Harris, 487*a*
v. Hufschmidt, 483
Donner *v.* Redenbaugh, 1010
Donohoe *v.* Henry, 107*a*
Donohue *v.* Chase, 340*b*
Donovan *v.* Clark, 688
v. Consolidated Coal Co., 935
v. Hanauer, 426
v. Johnson, 803
v. New Orleans, 32
Dooley *v.* Boston Elevated Ry., 214*a*
v. Gladiator, C. G. M. & M. Co., 257
v. Smith, 269, 340*b*
Doolin *v.* Omnibus Cable Co., 485*d*

Doolittle *v.* Dwight, 797
v. Eddy, 1293
v. McCullough, 7 Oh. St. 299; 59
v. McCullough, 12 Oh. St. 360; 655*b*
v. Murray, 611
v. Nash, 655*c*
Dooly Black *v.* Salt Lake R. T. Co., 1117
Doom *v.* Curran, 1012*a*, 1027*a*
Dooner *v.* Delaware & H. C. Co., 481
Door *v.* Fisher, 762
Doover *v.* Pennsylvania R. R., 1120
Doran *v.* Brooklyn & N. Y. F. Co., 1342
v. Butler, 692*g*
v. Cohen, 85*c*
Dorchester *v.* Coventry, 921, 922
Dorchester, The, 589
Dore *v.* Milwaukee, 1110, 1112*a*
Doremus *v.* Paterson, 947
Doremus, *In re*, 324*a*
Dorer *v.* Hood, 916
Dorgan *v.* Boston, 1128, 1147
v. Tel. Co., 895
Doriocourt *v.* Lacroix, 1012
Dority *v.* Dunning, 91
Dorlan *v.* East Brandywine & W. R. R., 1195
Dorman *v.* Ames, 99
v. Jacksonville, 110
v. Sebree, 1340
Dormer *v.* Fortescue, 908
Dorn *v.* Cooper, 443
Dorr *v.* Clark, 684
Dorrah *v.* I. C. R. R., 43*f*, 372
Dorrance, Matter of, 1128
Dorrance & Co. *v.* International & G. N. R. R., 316
Dorris *v.* Miller, 241*b*
v. Warford, 484, 485
Dorser *v.* Hale, 753
Dorsett *v.* Firth, 493*a*, 519
Dorsey *v.* Dashiell, 789
v. Henderson, 1152*a*
v. Manlove, 363*a*, 364, 365, 366, 367, 432*a*
v. Moore, 74
Dorwin *v.* Porter, 209, 991
Doss *v.* Billington, 932
v. Doss, 1268
Doss *v.* Jones, 447
v. Missouri, K. & T. R. R., 379
Doster *v.* Brown, 655*c*
v. Western U. T. Co., 361
Doten *v.* Boston, 1230
v. Doten, 301*c*
Dothage *v.* Stuart, 916
Dothard *v.* Sheid, 237, 682*a*, 683, 1266
Dotterer *v.* Bennett, 295, 312
Doty *v.* Doty, 1014
v. Miller, 934*a*
v. Quincy, O. & K. C. R. R., 933, 943
Doubet *v.* Kirkman, 641
Doud *v.* Duluth Milling Co., 170, 646
v. Guthrie, 101
v. Mason City R. R., 1154, 1171*a*
Dougherty *v.* Bunting, 946
v. Chestnutt, 934, 935
v. Dore, 685*d*
v. Duvall, 961
v. Miller, 334
Dougherty Co. *v.* Tift, 1173
Douglas *v.* Fox, 366
v. Gausman, 637, 638, 1328
v. Hoffman, 382
v. Minnesota Transfer Co., 851
Douglass *v.* Boonsborough Turnpike R. R., 1112
v. Campbell, 40
v. Clarke, 786
v. Ferris, 681*a*
v. Kessler, 692*c*
v. Kraft, 517
v. McAllister, 513
v. Moses, 762
v. Murphy, 623, 817, 999*i*
v. Northern Cent. Ry., 1367
v. Ohio River R. R., 107*a*, 170, 184
v. Railroad, 873
v. Tousey, 451
Doushkess *v.* Burger Brewing Co., 622
Douty *v.* Bird, 121*d*
Dover *v.* Twombly, 692*b*, 692*d*
Dow *v.* Adams, 999*a*
v. Humbert, 56, 107*d*, 547, 562
v. Julien, 363, 565, 565*a*
v. Sunset T. & T. Co., 1354
v. Winnipesaukee Gas & Electric Co., 126*a*

[References are to sections]

Dowagiac Manuf. Co. *v.* Corbit, 170
v. White Rock Lumber Co., 753
Dowd *v.* Westinghouse A. B. Co., 1371
Dowdney *v.* McCullom, 279*c*
Dowell *v.* Griswold, 335
Downer *v.* Baxter, 803
v. Madison County Bank, 819
v. Smith, 976
v. Whittier, 326, 339*a*
Downes *v.* Back, 508
Downey *v.* Beach, 331
v. Biggs, 1012*a*
v. Burke, 660
v. Stirton, 449
Downie *v.* Ladd, 976
Downing *v.* Brown, 447
v. Outerbridge, 366, 496
Downs *v.* Allen, 334
Dows *v.* Greene, 78
v. Rush, 531
v. National Exchange Bank, 317, 497
Dox *v.* Dey, 295, 313*a*, 1258
Doyle *v.* American F. Ins. Co., 725
v. Brundred, 964, 975
v. Burns, 516*b*
v. Days, 134
v. Dixon, 1330
v. Eccles, 261
v. Kansas City & S. Ry., 1149
v. Kiser, 873, 1289
v. Lamson, C. & S. Ry., 331*a*
v. St. James' Church, 310
Doysher *v.* Adams, 1031
Draffen *v.* Boonville, 692*e*
Drago *v.* Mead, 991, 992
Drake *v.* Auerbach, 261, 531
v. Baker, 1009, 1011
v. Bosworth, 1154
v. Chicago, R. I. & P. Ry., 184, 937, 947
v. Cockroft, 1058
v. Eubanks, 1028
v. Gilmore, 579
v. Holbrook, 777
v. Hudson River R. R., 1183, 1184, 1185
v. Kiely, 226*j*
v. Lady Ensley Coal, Iron & R. Co., 35
Drake *v.* Mitchell, 797, 798
v. Sherman, 695*b*
v. Sworts, 681*a*, 682, 682*a*
v. Webb, 680, 688, 688*a*
Dranow *v.* MacDonald, 832
Draper *v.* Baker, 385
v. Randolph, 1067
v. Saxton, 1296
v. Sweet, 764
v. Tucker, 575, 1372
Dreamland, The, 587
Drenner *v.* Charles, 498
Dresch *v.* Elliott, 1347
Dresher *v.* Becker, 1027
Dresser *v.* Missouri & I. R. R., 695
Dresser Manuf. Co. *v.* Waterston, 499
Drew *v.* Baby, 71, 74
v. Beall, 1027
v. Ellis, 565*d*
v. Pedlar, 414, 426*a*, 1023
v. Sixth Ave. R. R., 86*c*, 570
v. Towle, 956, 959, 982, 983
Drews *v.* E. P. Burton & Co., 35
v. Williams, 685*a*
Drexel *v.* Man, 907, 919
Dreyfus *v.* Peruvian Guano Co., 538
v. St. Louis & S. Ry., 43*h*
Driess *v.* Frederich, 121*b*, 1348
Driessel *v.* Urkart, 364
Driggers *v.* Bell, 313*a*, 734
Driggs *v.* Dwight, 607*a*, 1266
Drinkwater *v.* Dinsmore, 67
Drischman *v.* McManemin, 984
Driscoll *v.* Gaffey, 43*i*
v. Humes, Cruise & Smiley Co., 1347
v. Taunton, 1149
Driver *v.* Western Union R. R., 224, 1151, 1154, 1169
Droege *v.* Interurban St. Ry., 1259
Drogmund *v.* Metropolitan St. Ry., 171*a*
Drohn *v.* Brewer, 365, 372, 487*a*
Drown *v.* Allen, 451
v. New England Tel. & Tel. Co., 481
Drucker *v.* Manhattan Ry., 1184, 1191, 1198, 1205
Drumm *v.* Cessnum, 457, 459, 1331
v. Harrison, 98

[References are to sections]

Drumm-Flats Com. Co. *v.* Edmission, 317
Drumm S. & F. Co. *v.* J. Horace McFarland Co., 610
Drummond *v.* Eau Claire, 923, 1110
v. Humphreys, 834
Drury *v.* Connor, 908
v. Holden, 964
v. Merrill, 637
v. Midland R. R., 331*a*, 1165*a*
v. Reg., 331*a*
v. Shumway, 962
Druse *v.* Wheeler, 929
Dryden *v.* Kellogg, 959
Dryer *v.* Lewis, 205
Dryfoos *v.* Uhl, 752
Dubay *v.* Kelly, 975, 982
Du Belloix *v.* Lord Waterpark, 287
Duberley *v.* Gunning, 355, 1235
Dubois *v.* Allen, 469
v. C. Co., 655*e*
v. Decker, 491
v. Delaware & Hudson Canal Co., 655
v. Glaub, 136
v. Hermance, 236, 240, 802
v. Spinks, 565
Du Bost *v.* Beresford, 265
Dubuque Lumber Co. *v.* Kimball, 310
Dubuque W. & C. A. *v.* Dubuque, 121*d*
Duche *v.* Wilson, 603
Ducktown S. C. & I. Co. *v.* Barnes, 937
Duckworth *v.* Ewart, 622
v. Johnson, 575
Dudley *v.* Johnson, 915
v. Reynolds, 330
Duecker *v.* Goeres, 760
Duff *v.* Judson, 638*c*
Duff & R. F. Co. *v.* Read, 359, 378
Duffield *v.* Pike, 301*c*
v. Rosenzweig, 926, 1157
v. Scott, 805
v. Tobin, 1326
Duffy *v.* Donovan, 918
v. Duncan, 311*c*
v. Frankenberg, 361
v. Jacobson, 1347
v. Shockey, 408, 418
v. Thompson, 873
Dufort *v.* Abadie, 47, 443
Dugan *v.* Anderson, 90, 636*d*, 666
Duggan *v.* Baltimore & O. R. R., 461, 462, 463
Dugger *v.* Wright, 692*c*
Duggleby Bros *v.* Lewis Roofing Co., 620
Dugue *v.* Levy, 615
Duke *v.* Missouri Pac. R. R., 171, 171*a*, 483
v. Morning Journal Assoc., 368
v. Norfolk & W. Ry., 752
v. St. Louis & S. F. R. R., 577, 1367
Dukeman *v.* Cleveland, C. C. & St. L. Ry., 584*a*
Dulany *v.* Nolan County, 1143
Du Laurans *v.* St. Paul R. R., 363
Dulieu *v.* White, 43*a*, 43*b*, 43*d*, 43*h*
Dulin *v.* Knechtel, 999*f*
Dullaghan *v.* Fitch, 412
Dullea *v.* Taylor, 194
Duluth & W. R. R. *v.* West, 1171
Duluth Furnace Co. *v.* Iron Belt Mining Co., 737
Dumars *v.* Miller, 959, 961, 1006, 1009
Dumois *v.* Mayor of New York, 926
Dumont *v.* Smith, 1261
Dumont, The, 589
Dunbar *v.* Cowger, 482, 1370
v. Montgomery, 191
Duncan *v.* Baker, 660
v. Blundell, 674
v. Brown, 449
v. Citizens' Nat. Bank, 565*d*
v. Hill, 834
v. Holder, 824*a*
v. Jackson, 1368
v. Johnson, 615
v. Levee Comrs., 1166*d*
v. McMahan, 734
v. Markley, 86, 91, 924
v. Matney, 565*a*
v. Nassau El. R. R., 1152*a*, 1165*c*
v. Stalcup, 363*a*, 364, 365, 366
v. Tanner, 1012
v. Western U. T. Co., 93 Misc. 500; 881*a*
v. Western U. T. Co., 87 Wis. 173; 888
Dunford *v.* Weaver, 554
Dungan *v.* Von Puhl, 909*a*

Dunham *v.* Bower, 1072
v. Commercial Ins. Co., 715
v. Hastings Pavement Co., 612*a*, 633, 636*c*
v. Miller, 364
v. New England M. I. Co., 591
v. Orange L. Co., 615
Dunkin *v.* Hoquiam, 1354
Dunlap *v.* Clark, 638*c*, 639*a*
v. Hand, 674
v. International Steamboat Co., 873
v. Snyder, 1291
v. Toledo, A. A. & G. T. Ry., 1159
v. Wagner, 1255
v. Watson, 303
v. Wiseman, 346
v. Yoakum, 908, 909
Dunlavey *v.* Watson, 1249
Dunlevie *v.* Spangenberg, 734
Dunlevy *v.* Wolferman, 1336
Dunlop *v.* Gregory, 418
Dunn *v.* Allen, 608, 615, 636*a*
v. Barnes, 271
v. Bushnell, 768
v. Daly, 211
v. Hannibal & S. J. R. R., 844, 854
v. Hereford, 665
v. Johnson, 227
v. Mackey, 611, 829
v. Moore, 673*f*
v. Morgenthau, 411
v. Patrick, 913
v. Smith, 45
v. Sutliff, 688
v. W. U. Tel. Co., 43*j*
Dunnahoe *v.* Williams, 537
Dunnica *v.* Sharp, 1006, 1012*a*
Dunning *v.* Young, 685*k*
Dunphy *v.* People, 549
v. Whipple, 556, 692*i*
Dunseth *v.* Bank of the U. S., 922
Dunshee *v.* Geoghegan, 1011, 1012
v. Standard Oil Co., 301, 333, 373*a*
Dunsworth *v.* Wood M. Co., 277
Dunton *v.* Brown, 673*a*
Duplantier *v.* Pigman, 301
Dupont *v.* McAdow, 638, 638*a*
Dupuis *v.* Chicago & N. W. Ry., 252, 1138, 1171
Dupuis *v.* Saginaw Valley Trac. Co., 1354
Dupuy *v.* Ducondu, 962
Duran *v.* Ayer, 325, 789
Durand *v.* Ansonia, 1108
Durant *v.* Banta, 695
Durant Mining Co. *v.* Percy Consolidated Mining Co., 935
Durell *v.* Pritchard, 1256*b*
Durfee *v.* Newkirk, 358
v. Union Pac. Ry., 1342
Durgan *v.* Boston, 1162
Durgin *v.* Exp. Co., 851
v. Neal, 36*a*
Durham Consolidated Land & Imp. Co. *v.* Guthrie, 1012*a*
Durham R. R. *v.* Bullock Church, 1165*a*, 1171*b*
Durkee *v.* Gunn, 834*a*
v. Mott, 608, 610, 614
Duroe *v.* Stephens, 968, 979
Durose *v.* St. Paul City Ry., 1347
Durst *v.* Burton, 738
v. Swift, 405, 417
Durward *v.* Hubbell, 829
Duryea *v.* Mayor, 93, 95, 317
v. Rayner, 753
Duryee *v.* New York, 316, 319
Dusenbury *v.* Ellis, 836
Dush *v.* Fitzhugh, 385
Dushane *v.* Benedict, 766, 1040, 1058
Duskey *v.* Green Lake Shingle Co., 1357
Dustan *v.* Carter, 301*c*
v. McAndrew, 753
Dustin *v.* Newcomer, 959, 1007
Dustin Co. *v.* St. Petersburg Ins. Co., 742
Dutch Church *v.* Ackerman, 301*c*
Dutilh *v.* Gatliff, 711
Dutro *v.* Wilson, 74
Dutton *v.* Solomonson, 756
Duval *v.* Davey, 451
Duvall *v.* Craig, 956, 959
v. Ferwerda, 742*a*
v. Fuhrman, 637*a*, 640*a*
v. Price, 675*c*
Duzan *v.* Meserve, 324*a*
Dwelle *v.* Wilson, 685*j*
Dwiggins *v.* Clark, 753

[References are to sections]

Dwight *v.* Elmira C. & N. R. R., 933
Dwight Bros. Paper Co. *v.* Western Paper Co., 1334
Dwinel *v.* Brown, 416
Dwyer *v.* Carroll, 988*a*
v. Chicago, S. P. M. & O. Ry., 573*a*
v. Tulane Educational Fund, 134
v. United States, 314, 677
v. Woulfe, 547
Dyar *v.* Slingerland, 345
Dyas *v.* Southern Pac. Co., 577, 578
Dye *v.* Chicago & A. R. R., 860
v. Denham, 387
v. Dye, 688
v. Forbes, 622*a*
v. Mann, 789
Dyer *v.* Dorsey, 410, 1008
v. Hutchins, 36*a*
v. Jones, 661
v. National S. N. Co., 118 U. S. 507; 597*a*
v. National S. N. Co., 14 Blatch. 483; 596
v. The National Steamship Co., 596
v. Rich, 746
v. St. Paul, 1110
v. Wightman, 1154*a*, 1157
v. Woodbury, 544
Dyett *v.* Hyman, 55, 684*a*
Dyke *v.* National Transit Co., 363, 383*c*, 503, 935
Dyson *v.* Phelps, 492*b*

E

E. E. Bolles W. W. Co. *v.* U. S., 933, 934
E. E. Thomas Fruit Co. *v.* Start, 674
E. F. Hallock Lumber & Mfg. Co. *v.* Gray, 492*b*
E. H. Frost & Co. *v.* Powell, 1070
E. G. Beechwood Ice Co. *v.* American Ice Co., 936
Eachus *v.* Los Angeles Consolidated Electric R. R., 1123, 1151
Eads *v.* Murphy, 1031
Eager *v.* Atlas Ins. Co., 715
v. Grimwood, 471
Eagle *v.* Charing Cross Ry., 1103, 1096
Eagle & P. M. Co. *v.* Gibson, 101
Eagle Distillery *v.* Hardy, 1347
Eagle Insurance Co. *v.* Lafayette Insurance Co., 728
Eagle Iron Works *v.* Des Moines S. R. Co., 762
Eagle Point, The, 588, 597*a*
Eagle Tube Co. *v.* Edward Barr Co., 618
Eaken *v.* Harrison, 673
Eakin *v.* Scott, 405, 408, 414
Eames *v.* Armstrong, 979
v. Brattleboro, 86*b*, 172*a*, 574
v. New England Worsted Co., 1166*d*
v. Worsted Co., 1119
Earl *v.* Bull, 1072
v. Spooner, 681
v. Tupper, 234, 372
Earle *v.* Earle, 335
v. Gorham Mfg. Co., 538
v. Holderness, 54, 494*b*
v. Sawyer, 1217
Earley *v.* Winn, 451
Early *v.* Friend, 304, 307, 908, 909*a*
Earnest *v.* Express Co., 851
Earp *v.* Lilly, 377*a*
East *v.* Pace, 59
East & West India D. & B. J. Ry. *v.* Gattke, 2
East Anglian Ry. *v.* Lythgoe, 668
East Brandywine & W. R. R. *v.* Ranck, 1142
East Hartford *v.* Hartford Bridge Co., 1187
East India Co. *v.* Evans, 1288
East India, etc., Co. *v.* Gattke, 1090
East Jersey Co. *v.* Slingerland, 1345
East Jersey W. Co. *v.* Bigelow, 182, 949
East Line & R. R. Ry. *v.* Smith, 1367
East Moline Co. *v.* Weir Plow Co., 107*a*, 109, 413
East Penn. R. R. *v.* Heister, 1167, 1179
v. Hottenstine, 1142
East S. L. C. & W. Ry. *v.* Illinois S. Co., 252, 253
East St. Louis *v.* Lockhead, 1121
v. Wiggins Ferry Co., 1121
East St. Louis E. S. R. R. *v.* Burns, 573*a*

[References are to sections]

East Tennessee Land Co. *v.* Leeson, 334
East Tenn. V. & G. Ry. *v.* Fleetwood, 380
v. Hale, 854
v. Herrman, 852
v. Johnson, 316, 846, 854
v. Lee, 368
v. Lockhart, 121*b*
v. Staub, 90, 666*a*, 170
v. Toppins, 573
East Tennessee & V. R. R. *v.* Love, 1148
East Texas F. Ins. Co. *v.* Brown, 302
Easter *v.* Foster, 691*a*
Easterbrook *v.* Erie R. R., 947
Easterly Mach. Co. *v.* Spencer, 990*a*
Eastern Ice Co. *v.* King, 762
Eastern R. R. *v.* Benedict, 497, 736
v. Tuteur, 618
Eastern Texas R. R. *v.* Eddings, 1143, 1171*c*
Easterwood *v.* Quin, 448*d*
Eastland *v.* Caldwell, 451
Eastman *v.* Harris, 499
v. Mayor, 251
v. Mayor of New York, 1328
v. Sanborn, 226*a*, 228
Easton *v.* Cressey, 1012*a*
v. Erie R. R., 854
v. Houston, etc., R. R., 312
v. New York, etc., Ry., 685
v. P. & O. Canal Co., 412
v. Vandorn, 334
Eastwick *v.* Saylor, 911
Eatman *v.* New Orleans P. Ry., 234, 359
Eaton *v.* Bell, 344
v. Boissonnault, 325
v. Boston, Concord & Montreal Railroad, 1110, 1117
v. Gladwell, 556, 657
v. Kelly, 692*i*
v. Knowles, 959
v. Lambert, 801
v. Langley, 534
v. Larimer & W. R. Co., 685
v. Lyman, 24 Wis. 438; 979
v. Lyman, 26 Wis. 61; 961
v. Lyman, 30 Wis. 41; 98, 973
v. Mellus, 303, 704, 1297
Eaton *v.* Rediek, 1012*a*
v. Tallmadge, 979
Eaves *v.* Blaenclydach Colliery Co., 675*a*
Ebenreitter *v.* Dahlman, 18 Misc. 351; 248*a*, 497
v. Dahlman, 19 Misc. 9; 182, 189
Eberg *v.* Heisler, 1006
Eberhart *v.* Chicago, M. & S. P. R. R., 1125*a*, 1149
Ebert *v.* Mutual R. F. L. Assoc., 730
Eby *v.* Schumacher, 565
Eccles *v.* Radam, 446
v. Stephenson, 814, 831
Echols *v.* Louisville & N. R. R., 246
Eckels *v.* Boylan, 1354
v. Edison, 1356
Eckenrode *v.* Chemical Co., 613
Ecker *v.* Cottrell, 624
Eckerd *v.* Chicago & N. W. Ry., 171
Eckert *v.* Wilson, 295
Eckington & S. H. Ry. *v.* McDevitt, 18 D. C. App. Cas. 497; 620
v. McDevitt, 191 U. S. 103; 630
Eckles *v.* Carter, 1071
Eckstein *v.* Whitehead, 837
Economy L. & P. Co. *v.* Cutting, 937
Eddings *v.* Seabrook, 1169
Eddington *v.* Nix, 968, 979
Eddowes *v.* Hopkins, 1276
Eddy *v.* Clement, 646*a*, 1061
v. Coffin, 988*a*
v. Fay Fruit Co., 742*a*
v. Harris, 862
v. Lafayette, 845
Eddystone, The, 599
Eden *v.* Lexington R. R., 573, 573*a*
Edenton *v.* Dickinson, 334
Edgar *v.* Castello, 575
v. Joseph Breck & Sons Co., 768
v. Newall, 451
Edge *v.* Griffin, 641*a*
Edgerton *v.* Clark, 906
v. Page, 1058
Edington *v.* Pickle, 650
Edmands *v.* Boston, 1157
Edminson *v.* Baxter, 844
Edmison *v.* Sioux Falls Water Co., 685*c*
Edmonds *v.* Edmonds, 692
v. Shehan, 807*a*

[References are to sections]

Edmondson *v.* Hyde, 271
v. Machell, 472, 474
Edmundson *v.* Nuttall, 60, 80
Edsall *v.* Howell, 933
Edward *v.* Clark, 970, 976, 978
Edwards *v.* Bates County, 346
v. Beebe, 178
v. Bodine, 685*j*, 685*n*
v. Cheyenne, 253
v. Collson, 762
v. Dickinson, 262
v. Edwards, 685, 685*a*
v. Erwin, 101
v. Hood-Barrs, 36*a*
v. Kansas City Times Co., 451
v. Leavitt, 386
v. Moody, 334
v. Pope, 685*h*
v. Reynolds, 1278
v. Ricks, 362
v. San Jose Printing, etc., Co., 451
v. Seattle R. & S. Ry., 1360
v. Todd, 1068
v. Van Patten, 997
v. Weissinger, 489
v. White, 692*j*
v. Wiester, 1258
v. Williams, 399, 413, 426
Eells *v.* St. Louis, K. & N. W. R. R., 851
Effinger *v.* Kenney, 278
Efroymson *v.* Smith, 1336
Efta *v.* Swason, 978
Egan *v.* British M. I. Co., 714
v. Browne, 990*b*
v. Dry Dock, E. B. & B. R. R., 1347
v. Martin, 976
v. Yeaman, 972
Eggert *v.* Pratt, 1011
Eggett *v.* Allen, 1337
Eginoire *v.* Union County, 580
Ehmer *v.* Title Guarantee & T. Co., 831*a*
Ehreb *v.* Schuylkill R. E. S. R. R., 1164
Ehrgott *v.* Mayor, 122, 1270*a*
Ehrman *v.* Brooklyn City R. R., 1356
v. Stanfield, 685
Eichar *v.* Kistler, 476
Eichbaum *v.* Caldwell Bros. Co., 735*c*
Eichhorn *v.* Central R. R., 1356
Eicholz *v.* Bannister, 774
v. Niagara Falls H. P. & M. Co., 1354
Eilerman *v.* Farmer, 1348
Einolf *v.* Thomson, 1326
Einstein *v.* Dunn, 497*d*
Eisele *v.* Oddie, 218
Eisendrath *v.* Knauer, 80
Eisenhart *v.* Ordean, 387
Eisenlohr *v.* Swain, 138
Eiswald *v.* Southern Express Co., 109
Ekins *v.* East India Co., 275, 317
Ekstrand *v.* Barth, 643
Ela *v.* Card, 959
v. French, 623, 817
Elba *v.* Bullard, 226*f*, 485*a*, 476
Elbert County *v.* Swift, 1123*a*
Elbin *v.* Wilson, 365
Elbinger Actien-Gesellschaft *v.* Armstrong, 161, 740
Elder *v.* Kutner, 682, 682*a*, 683
v. Lykens V. C. Co., 932
v. Sabin, 685*j*
v. True, 962
Eldon *v.* North-Eastern Ry., 1081
Eldorado M. & S. W. Ry. *v.* Everett, 1138
Eldred *v.* Eames, 304
Eldridge *v.* Crow, 793*a*
v. Gorman, 107*a*, 933, 934
v. Mather, 1046
v. Rowe, 656
v. Wadleigh, 774
Electric Co. *v.* Battery Co., 109
Electric S. & C. Co. *v.* Consolidated L. & R. Co., 614
Elfenbeim *v.* Abbondanza, 623
v. Von Hafen,
Elgin *v.* Joslyn, 655
Elgin W. P. & P. Co. *v.* Nichols, 1243
Elias *v.* Manhattan R. R., 1208
Eliot *v.* Allen, 1276
Eliza Lines, The, 324
Elizabeth, The, 675
Elizabeth *v.* Nicholson Pavement Co., 1237
v. Pavement Co., 1230, 1231, 1243
Elizabethtown & P. R. R. *v.* Geoghegan 412
v. Helm's Heirs, 1138*d*

[References are to sections]

Elizabethtown & P. R. R. *v.* Pottinger, 613, 615, 1290, 1293
Elizabethtown, L. & B. S. R. R. *v.* Catlettsburg, Water Co., 1123
v. Combs, 95
Elizabethtown, L. & S. R. R. *v.* Combs, 1165
v. Tierney, 1138*d*
Elkhart *v.* Ritter, 484, 485*a*
Elkhart & W. R. R. *v.* Waldorf, 95
Elkhart M. A. Assoc. *v.* Houghton, 732
Elkhart Rubber Works *v.* Neff, 667
Elkin *v.* Moore, 307
v. People, 692*d*
Ell *v.* Northern Pac. R. R., 316, 319
Eller *v.* Carolina & N. W. Ry., 45*a*, 84
Ellery *v.* Cunningham, 305
Ellesmere Brewery Co. *v.* Cooper, 807*a*
Ellet *v.* Paxon, 1009, 1023
Ellick *v.* Wilson, 43*h*
Elliff *v.* Oregon R. & N. Co., 121*b*
Ellington *v.* Bennett, 253, 942
Elliot *v.* Heath, 1066
Elliott *v.* Bankston, 987
v. Barry, 1252
v. Beeson, 345
v. Caldwell, 659
v. Fitchburg R. R., 940
v. Herz, 363
v. Hughes, 745
v. Missouri, K. & T. Ry., 685*j*
v. Newport St. Ry., 1356
v. Rossell, 844
v. Russell, 487
v. Van Buren, 121*b*, 372, 386
v. Walker, 834
v. Wilkinson, 660, 662
Ellis *v.* Albany City Ins. Co., 726
v. Allen, 565, 692*i*
v. American T. Co., 876
v. Barlow, 439*a*
v. Bible, 325
v. Brockton Pub. Co., 358
v. Chinnock, 772
v. Cleveland, 43*g*
v. Durkee, 1266
v. Fips, 767
v. Gosney, 774
v. Hamlen, 659
v. Hilton, 226*a*
Ellis *v.* Howard, 567
v. Jeans, 911
v. Kansas City, S. J. & C. B. R. R., 948
v. Pond, 834
v. Salmon, 1011, 1256*e*
v. State, 1275
v. Welch, 1154*a*
v. Willard, 636
v. Wire, 502, 516*a*, 936
Ellison *v.* Dove, 606*a*, 626
v. Johnson, 762
v. Simons, 762
Ellithorpe A. B. Co. *v.* Sire, 607, 753
Ellmaker *v.* Franklin F. I. Co., 720
Ellsler *v.* Brooks, 106, 670
Ellsworth *v.* Chicago & I. W. Ry., 1154
v. Potter, 373
v. Railway, 1148
v. Fairbury, 1371
Ellsworth, M. N. & S. R. R. *v.* Gates, 1156
v. Maxwell, 1148
Ellyson *v.* Lord, 692*j*
v. International & G. N. R. R., 113
Elmendorf *v.* Classen, 619
Elmer *v.* Fessenden, 67
Elmira Iron & Steel Rolling Mill Co. *v.* Elmira, 325
Elmore *v.* Booth, 1039
v. Naugatuck R. R., 846
v. Rugely, 406
Elms *v.* Southern Power Co., 385
v. Wright-Blodgett Co., 685*h*, 685*j*
El Paso & N. E. Ry. *v.* Lumbley, 846
v. Sawyer, 860
El Paso & S. W. R. R. *v.* Eichel & Weikel, 611
v. Murtle, 1367
El Paso El. Ry. *v.* Furber, 45*h*
v. Murphy, 485*d*
v. Shaklee, 1355
v. Sierra, 1257, 1365
El Paso S. W. R. R. *v.* Barrett, 1270
Elphland *v.* Missouri Pac. Ry., 67
Else *v.* Ferris, 449
Elser *v.* Southern Pac. Co., 222, 865, 1342
Elshire *v.* Schuyler, 573, 1251
Elswick Steamship Co. *v.* Montaldi, 851

[References are to sections]

Elwell *v.* Skiddy, 66, 1041, 1068
Elwood *v.* Addison, 575
v. Deifendorf, 797
v. Western Union Telegraph Co., 878
Elwood Planing Mills Co. *v.* Harting, 620, 646*a*, 762
Ely *v.* Parsons, 109
v. Rochester, 1182
v. Stannard, 440
Elzy *v.* Adams Express Co., 165
Emblen *v.* Myers, 360, 368
Emblin *v.* Dartnell, 1277
Embrey *v.* Owen, 100
Emeric *v.* Tams, 334
Emerson *v.* Atwater, 311
v. Booth, 689*a*
v. Howland, 667
v. Miller, 449, 1335
v. Pacific C. & N. P. Co., 92 Minn. 523; 834*c*
v. Pacific C. & N. P. Co., 96 Minn. 1; 162, 200, 633
v. Prov. H. M. Co., 798
v. Schoonmaker, 316, 320
v. Simm, 1211, 1219
v. Skidmore, 324*a*, 370
v. Western Union R. R., 1177
Emery *v.* Boston & M. R. R., 121*b*, 483
v. Boyle, 416
v. Lowell, 42, 226*f*, 948
v. Phila., 581
v. Smith, 651, 673*b*
Emigh *v.* Baltimore, & Ohio Railroad, 1225
Emilie, The, 595
Emily, The, *v.* Carney, 844
Emily Souder, The, 271
Emlen *v.* Lehigh Coal, etc., Co., 340*b*
Emma Kate Ross, The, 593
Emmerich *v.* Chegany, 620
Emmerson *v.* Dardanelle Bank, 439*e*
Emmitt *v.* Brophy, 334
Emmons *v.* Alvord, 470*b*
v. Quaid, 226*j*
Emory *v.* Addis, 1248
Emory Mfg. Co. *v.* Salomon, 741
Empie *v.* Empie, 90, 636*i*
Empire Dairy Feed Co. *v.* Chatham Nat. Bank, 1032
Empire G. M. Co. *v.* Bonanza G. M. Co., 107*d*
v. Jones, 974
Empire Mill Co. *v.* Lovell, 60
Empire Realty Corp. *v.* Sayre, 1006
Empire S. C. Co. *v.* Atchison, T. & S. F. Ry., 119
Emporia Lumber Co. *v.* League, 934
Empress Eugenie, The, 594
Empson *v.* Griffin, 1278
Emrich *v.* Ireland, 901, 910
Endel *v.* Norris, 494
Enders *v.* Board of Public Works, 313*a*, 747
Enfield *v.* Colburn, 442
Engel *v.* Fitch, L. R. 3 Q. B. 314, 334; 1003, 1007
v. Fitch, 10 B. & S. 738, 743; 1018
Engell *v.* Fitch, 1295
Engelman *v.* Metropolitan St. R. R., 226*f*
Engelsdorff *v.* Sire, 984, 984*a*
Engine Co. *v.* Du Bois, 182
Engineering Co. *v.* Broadman, 752*a*
England *v.* Slade, 901
Engle *v.* Jones, 363, 363*a*, 364, 365
v. Simmons, 43*i*
Engleken *v.* Hilger, 1252
v. Webber, 1251
Englert *v.* New Orleans R. & L. Co., 1371
English *v.* Clerry, 1369
v. Delaware & H. C. Co., 865
v. Harvey, 301*c*
v. Missouri Pac. Ry., 124
v. Southern Pac. Co., 574*a*
v. Spokane Com. Co., 762
v. Thomason, 973
v. Wilson, 656
Engstrom *v.* Merriam, 984
Engvall *v.* Des Moines City Ry., 1367
Enid & A. Ry. *v.* Wiley, 932
Enlow *v.* Hawkins, 143
Ennis *v.* Buckeye Pub. Co., 90, 613, 615
v. Pullman P. C. Co., 650
v. Shiley, 1251
Eno *v.* Christ, 932
Enoch *v.* Mining & P. Co., 1258
v. Spokane Falls, etc., R. R., 1143*a*, 1154*a*

[References are to sections]

Enos *v.* Enos, 445, 446
Enos Fire Escape Co. *v.* Lanagan, 1351
Ensley *v.* Ensley, 301*c*
v. Nashville, 933
Enterprise Loan Bldg. Society *v.* Balin, 303
Enterprise Lumber Co. *v.* Porter, 1122
Enterprise Mfg. Co. *v.* Campbell, 742
Entzminger *v.* Seaboard A. L. Ry., 1326
Epenbaugh *v.* Gooch, 685*b*
Ephland *v.* Mo. Pac. R. R., 860
Epperly *v.* Bailey, 656, 1048
v. Little, 1258
Eppinger *v.* Canepa, 311*b*
Epstein *v.* U. S. Fidelity Co., 682*a*
Equitable B. & L. Assoc. *v.* Bank of Commerce, 120
Equitable F. Ins. Co. *v.* Quinn, 722
Equitable G. L. Co. *v.* Baltimore, C. T. & M. Co., 742*a*
Equitable Life Assur. Soc. *v.* Lester, 123
Equitable Mort. Co. *v.* Thorn, 168, 622
Erb *v.* Fidelity Ins. Co., 726
Erben *v.* Lorillard, 671
Erber *v.* Dun, 448*a*
Erd *v.* Chicago & N. W. Ry., 1296
Ericius *v.* Brooklyn Heights R. R., 1367
Erickson *v.* Bennet, 1017
v. Brooklyn Heights Ry., 1356
v. Green, 419
Erie & P. R. Ry. *v.* Douthet, 250
v. Johnson, 636*h*
Erie C. I. W. *v.* Barber, 121*d*, 178, 646, 767
v. Tatum, 762, 773
Erie Co. N. G. & F. Co., Ld., *v.* Carroll, 226*h*
Erie R. R. *v.* Erie & W. T. Co., 588
Erie Ry. *v.* Lockwood, 317, 846
Erie T. & T. Co. *v.* Grimes, 880
v. Kennedy, 383*a*
Ernest *v.* Stoller, 816
Ernst *v.* Hogue, 691*c*
Eroe, The, 67
Erskine *v.* Johnson, 655
v. Van Arsdale, 303, 340
Erwin *v.* Bowman, 565
v. Harris, 734
v. Neversink S. B. Co., 1367
Erwin *v.* St. L. I. M. & S. Ry., 571*b*
Esch *v.* Chicago, M. & St. P. R. R., 1171
Eschbach *v.* Hughes, 155, 992
Escher *v.* Carroll County, 482*a*
Escondido G. & D. Co. *v.* Glaser, 416, 999*f*
Escopinche *v.* Stewart, 841
Escott *v.* White, 567, 660
Eshleman *v.* Bolenius, 808*a*
v. Martic, 932, 947
Esmond *v.* Brown, 301*c*
v. Van Benschoten, 416
Espy *v.* Jones, 639, 641
Esseltyne *v.* Elmore, 857
Essex *v.* Daniell, 1026
v. Local Board of Acton, 1091, 1102
Essex's Estate, *In re*, 311*b*
Essex M. Co. *v.* Pacific Mills, 734
Estabrook *v.* Smith, 67, 979
Estebene *v.* Estebene, 339*a*
Estell *v.* Myers, 54 Misc. 174; 439
v. Myers, 56 Misc. 800; 777, 1053
Estep *v.* Fenton, 656
v. Morton, 1046
Esterly *v.* Cole, 310
Estes *v.* Chesney, 565, 565*a*
v. Desnoyers Shoe Co., 667
v. Odom, 1028
Estill *v.* New York, L. E. & W. R. R., 852
Esty *v.* Baker, 91
Etches *v.* Aldan, 714
Eten *v.* Luyster, 71, 121*b*, 218, 990*b*
Etheridge *v.* Binney, 302*a*
Etherington *v.* Prospect P. & C. I. R. R., 574*a*
Etnyre *v.* McDaniel, 326
Etringham *v.* Earhart, 490
Ettlinger *v.* Weill, 1027
Eufaula *v.* Simmons, 95, 948
Eupes *v.* Nephue, 387
Eureka Fertilizer Co. *v.* Baltimore C. S. &. R. Co., 1042
Eureka Marble Co. *v.* Windsor Mfg. Co., 226
Europe, The, 597
Eva *v.* McMahon, 426*a*
Evans *v.* Bennett, 668
v. Brander, 555, 678

[References are to sections]

Evans *v.* Chapel, 324*a*
v. Chicago & R. I. R. R., 613
v. Cincinnati, S. & M. Ry., 194
v. Elliott, 632
v. Fisher, 334
v. Forster, 857
v. Fulton, 965, 966, 973
v. Harries, 1271
v. Hughey, 1042
v. Iowa City, 1353
v. Irvin, 1272
v. Keystone Gas Co., 933
v. Kymer, 256, 999*g*
v. Min. Co., 316
v. Moseley, 413, 414
v. Murphy, 182, 990
v. Oregon Short Line R. R., 574*a*
v. Rice, 326
v. Root, 824
v. Rudy, 850
v. St. Louis, I. M. & S. Ry., 150
v. Smith, 448*d*
v. Trenton, 673*e*
v. Western Brass Mfg. Co., 310
v. Western U. T. Co., 881, 883
v. White, 334
Evansich *v.* Gulf, C. & S. F. Ry., 486*c*
Evansville & J. H. R. R. *v.* McKinney, 851
Evansville & R. R. R. *v.* Charlton, 1154
Evansville & T. H. R. R. *v.* Talbot, 1337
v. Welch, 117
Evansville El. Ry. *v.* Lerch, 1347
Evansville H. & S. Co. *v.* Bailey, 482, 484, 485
Evansville R. R. *v.* Cochran, 1167
v. Fitzpatrick, 1167
v. Stringer, 1167
v. Swift, 1149
Evarts *v.* Santa Barbara C. R. Co., 578
Eve *v.* Rodgers, 637
Eveleigh *v.* Stitt, 959
Evelyn *v.* Raddish, 994
Evening News Association *v.* Tryon, 453
Evening Post Co. *v.* Hunter, 448*c*
v. Rhea, 448*c*, 1335
Everest *v.* Buffalo L. O. Co., 1233
Everett *v.* Gores, 89 Wis. 421; 333, 934*a*
Everett *v.* Gores, 92 Wis. 527; 934*a*
v. O'Leary, 817
v. State, 688*a*
v. Union P. R. R., 253
Everroad *v.* Gabbert, 36*a*
Evers *v.* Weil, 1347
v. Wiggins Ferry Co., 1348
Everson *v.* Powers, 666, 667
v. Seller, 499
Evertson *v.* Sutton, 1343
Evetts *v.* Tendick, 909*a*
Eviston *v.* Cramer, 378, 380
Evrit *v.* Bancroft, 1023
Ewalt *v.* Gray, 914
Ewans *v.* Wilmington C. Ry., 483, 484, 485
Ewart *v.* Kerr, 493*a*
Ewart Mfg. Co. *v.* Baldwin C. C. Co., 1222
Ewell *v.* Daggs, 327
Ewen *v.* Chicago & N. W. Ry., 575, 580
Ewing *v.* Blount, 58, 515
v. Handley, 909*a*
v. Ingram, 673*f*
v. Janson, 664, 674
v. Louisville, 66
v. Pittsburgh, C. & S. L. Ry., 43*a*, 43*d*, 43*h*
v. Reilly, 692*f*, 795, 801
Excelsior F. I. Co. *v.* Royal Ins. Co., 725
Excelsior Needle Co. *v.* Smith, 106
Excelsior Terra Cotta Co. *v.* Harde, 314*b*
Exchange Bank *v.* Appalachian Land & Lumber Co., 695*c*
v. Gaitskill, 777
Explorer, The, 599
Eyerman *v.* Provenchere, 332

F

F. E. Wilcox *v.* James Campbell, 220
F. M. Davis I. W. Co. *v.* White, 1331
Fabbri *v.* Kalbfleisch, 273
Fabbricotti *v.* Launitz, 1048
Factors' Ins. Co. *v.* New Harbor Protection Co., 334
Fadner *v.* Filer, 1337
Fagan *v.* Hook, 655*b*

[References are to sections]

Fagan *v.* Whitcomb, 999*h*
Fagen *v.* Davison, 1017
Fagnan *v.* Knox, 457, 458, 459
Fahey *v.* Frawley, 800
Fahlbusch *v.* Brooklyn Heights R. R., 1371
Fahy *v.* North, 655*c*
Fail *v.* McRee, 636*j*
v. Presley, 317, 435*a*
v. W. U. Tel. Co., 45*a*, 894
Faile *v.* Crawford, 301*b*
Fair *v.* Himmel, 1345
v. London & N. W. Ry., 485
Fairbank Co. *v.* Bahre, 924
Fairbanks *v.* Fitchburg, 1171
v. Kerr, 128
v. Witter, 234, 360
Fairbanks, Morse & Co. *v.* Midvale Co., 750
Fairchild *v.* California S. Co., 41, 47
v. Rich, 36*a*
v. Rogers, 834*a*
Fairchild-Gilmore-Wilton Co. *v.* Southern Refining Co., 734
Faires *v.* Cockerell, 807
Fairfax *v.* New York C. & H. R. R. R., 251, 873
Fairfield *v.* Baldwin, 549
v. Jeffreys, 613
Fairley *v.* Western U. T. Co., 892
Fairlie *v.* Lawson, 678
Fairman *v.* Fluck, 1057
Faivre *v.* Manderschied, 1251, 1309
Fake *v.* Eddy, 339
Falardeau *v.* Couture, 359
Falconer *v.* Roberts, 906
Falender *v.* Blackwell, 1367
Fales *v.* Easthampton, 1171
v. Hemenway, 633*a*, 636*g*, 636*i*
v. McKoen, 762
Falk *v* Fletcher, 497
v. Waterman, 233, 234
Falkner *v.* Hendy, 310*a*
v. Woodard, 973
Fall *v.* McMurdy, 1028
Fall River Nat. Bank *v.* Buffinton, 708
Fall River Print Works *v.* Fall River, 1112*a*
Falldin *v.* Seattle, 1360
Fallenstein *v.* Boothe, 1326
Fallon *v.* Manning, 77, 691*b*
Falvey *v.* Standford, 1368
Fancher *v.* Goodman, 755
Faneuil Hall Ins. Co. *v.* Liverpool Ins. Co., 728
Fanjoy *v.* Portland, 1336
Fanning *v.* Osborne, 1194
Farbenfabriken of Elberfield Co. *v.* Beringer, 43*k*, 443
Farber *v.* National Forge & Iron Co., 695
Fargo *v.* Browning 1154*c*
Fargo Gas & Coke Co. *v.* Fargo Gas & Electric Co., 777, 1027
Faris *v.* Lewis, 125, 441, 769
Farish *v.* Reigle, 1326
Farkas *v.* Towns, 64
Farley *v.* Charleston, 171*a*
v. Craig, 999*d*
v. Gate City G. L. Co., 93, 947
v. Union M. L. I. Co., 730
Farman *v.* Lauman, 386
Farmer *v.* Cedar Rapids, 1112*a*
v. Farmer, 341
v. Francis, 655*e*, 656
v. Grand Trunk Ry., 67*a*
v. Randel, 1030
Farmers' & C. B. L. & S. Assoc. *v.* Rector, 1023
Farmers' & M. Bank *v.* Maines, 549
Farmers' & M. I. Co. *v.* Cuff, 723*a*
Farmers' Bank *v.* Calk, 344
v. Glenn, 977, 979
v. McKee, 506, 506*a*
v. Reynolds, 340
Farmers' C. M. Co. *v.* Albermarle R. R., 122, 948
Farmers' L. & T. Co. *v.* Northern Pac. R. R., 326
v. Toledo A. A. & N. M. Ry., 571*a*
Farmers' Mut. Ins. Co. *v.* New Holland Turnpike Co., 724
Farmers' Turnpike *v.* Coventry, 543
Farnham *v.* Moor, 691*b*
v. Ross, 419
Farnsworth *v.* Boardman, 789
v. Garrard, 664*a*, 1036
v. Rockland, 1166*b*

[References are to sections]

Farnsworth *v.* Western U. T. Co., 53 Hun 636; 70, 366, 385
v. Western U. T. Co., 6 N. Y. Supp. 735; 926
Farnum *v.* Peterson, 968, 979
Farr *v.* Griffith, 620, 999
v. Newman, 557
v. Rasco, 451
v. Ward, 289
Farrand *v.* Bouchell, 310
Farrand & V. O. Co. *v.* Board of Church Extension, 537
Farrant *v.* Olmius, 395
Farrar *v.* Brackett, 468
v. Christy, 677
v. Eash, 537
v. Midland Electric R. R., 1152
v. Nightingal, 975
v. United States, 692*b*
Farrar Lumber Co. *v.* T. H. Johnston & Co., 1039
Farrel *v.* Colwell, 252, 433
Farrell *v.* Chicago, R. I. & P. R. R., 1367
v. School Dist., 667
Farrell Lumber Co. *v.* Deshon, 968
Farrely *v.* Cincinnati, 35
Farrer *v.* Caster, 742
Farrington *v.* Cheponis, 1270
v. Payne, 85*b*
Farris *v.* Ware, 1027*a*
Farson *v.* Gilbert, 691*a*
Farwell *v.* Bean, 962
v. Chicago, R. I. & P. R. R., 1171
v. City of Cambridge, 1129, 1149
v. Davis, 850
v. Price, 825
v. Sturdivant, 345
v. Warren, 51 Ill. 467; 929*a*
v. Warren, 70 Ill. 28; 363, 383*c*, 388
Fasholt *v.* Reed, 301*b*
Fasler *v.* Beard, 416, 972
Fatjo *v.* Seidel, 1335
Faucette *v.* New Orleans, 302*a*
Faulkenau *v.* Rowland, 1367
Faulkner *v.* Bartley, 554*a*
v. Closter, 109, 734
v. Davis, 484, 1345
v. South P. R. R., 854
v. State, 692*i*
Faulkner *v.* White, 695
Faunce *v.* Burke, 419
Fauntleroy *v.* Hannibal, 346
Faurot *v.* Gates, 807*b*
Faust *v.* Pope, 932
Favar *v.* Riverview Park, 189
Favor *v.* Philbrick, 856*a*
Favorita, The, 18 Wall. 598; 593
Favorita, The, 4 Ben. 132; 592
Favorite *v.* Cottrill, 361
Favorite, The, 598
Faw *v.* Marsteller, 268
Fawcett *v.* Purcell, 304
v. Woods, 959, 979
Fay *v.* Allen, 1238
v. Alliance Ins. Co., 714
v. Bradley, 339*a*
v. Brewer, 72
v. Guynon, 90, 636*g*, 636*i*
v. Haven, 106
v. Parker, 353, 356, 358, 386
v. Swan, 47, 372
Fayetteville & L. R. R. *v.* Combs, 1155, 1165*c*
v. Hunt, 1154
Feagin *v.* Beaseley, 762, 772
Feamster *v.* Withrow, 801
Fears *v.* Merrill, 912
Feaster *v.* Richland Cotton Mills, 614, 642
Featherston *v.* Wilkinson, 843
Feaver *v.* Montreal Tel. Co., 878
Feddeck *v.* St. Louis Car Co., 1353
Feder *v.* Gass, 736
Federal I. & B. Bed Co. *v.* Hock, 633
Federal Lumber Co. *v.* Reece, 622*b*
Fee *v.* Orient Fertilizing Co., 669
Feehan *v.* Hallman, 734
Feeney *v.* Bardsley, 657, 659
v. Long Island R. R. Co., 171*a*, 172, 483
Feeter *v.* Heath, 308*a*, 834
Fehlinger *v.* Boos, 411
Feige *v.* Burt, 257
Feize *v.* Thompson, 98
Feland *v.* Berry, 161
Feldman *v.* Levy, 1326
Felkner *v.* Scarlet, 473
Fell *v.* McHenry, 80
v. Muller, 734

[References are to sections]

Fell *v.* Newberry, 614
v. Northern Pac. R. R., 380, 484, 866
v. Rich, H. C. M. Co., 47
v. Union Pac. Ry., 317
Feller *v.* McKillip, 317
Fellowes *v.* New Haven, 1108
v. Gilman, 692
Fellrath *v.* Peoria German School Assn., 36*a*
Fells *v.* Vestvali, 664
Felsch *v.* Babb, 1354
Felt *v.* Puget S. E. Ry., 577, 1367
Felton *v.* Fuller, 58, 316, 432*a*, 565*a*
v. Smith, 704
Felts *v.* Collins, 83*a*
Fenelon *v.* Butts, 462, 464, 466
Fenley *v.* Kendall, 325
Fenn *v.* Dugdale, 705
Fenster *v.* Bass, 407
Fenstermaker *v.* Tribune Pub. Co., 451
Fenton *v.* Braden, 762*a*
Fentz *v.* Meadows, 1254
Fenwick *v.* Ratcliff, 340*b*
v. Robinson, 715
Ferguson *v.* Baker, 691*c*
v. Buchell, 55
v. Buckell, 933
v. Davis Co., 47
v. Day, 531*a*
v. Ehret, 1363
v. Evening Chronicle Pub. Co., 361
v. Firmenich Mfg. Co., 948
v. Hosier, 762
v. Missouri Pac. Ry., 865
v. Tobey, 1293
v. Truax, 1354
v. Wilson, 1256*b*
Fergusson *v.* Anglo-Amer. T. Co., 154, 890
Fernander *v.* Dunn, 301*b*, 959, 981, 982
Fernwood M. H. A. *v.* Jones, 432*a*, 990*a*
Fero *v.* Ruscoe, 447
Ferrand *v.* Boushel, 603
Ferrea *v.* Chabot, 312
v. Tubbs, 336
Ferrer *v.* Beale, 29
Ferrero *v.* Western U. T. Co., 885
Ferrier *v.* Shoenberg Mercantile Co., 486*b*
Ferringer *v.* Crowley, O. & M. Co., 1353
Ferris *v.* Comstock, 191, 768
v. Hard, 324*a*, 325
v. Spooner, 636*d*
v. U. S., 615
Ferry *v.* Diabenstadt, 976
v. Ferry, 343
Fessenden *v.* Forest Paper Co., 1041
Fessler *v.* Love, 695, 734, 1031
Fessman *v.* Seeley, 405, 414
Fetter *v.* Beale, 84
Fettretch *v.* Leamy, 924
Fewings *v.* Tisdal, 668
Fewings, *Ex parte*, 330, 334
Fiala *v.* Ainsworth, 694
Fidelity & C. Co. *v.* Seattle, 932
Fidelity & Casualty Co. *v.* Southern Ry. News Co., 226
Fidelity & D. Co. *v.* Colvin, 679*a*
v. Tinsley, 685*j*
v. Walker, 685*h*
Fidelity L. & I. Co. *v.* Buzzard, 575
Fidelity Tr. Co. *v.* Shelbyville W. & L. Co., 95
Fidler *v.* McKinley, 637, 640*a*
Fiedler *v.* St. Louis, B. & M. Ry., 101
Field *v.* Columbet, 910
v. Insurance Co. of N. A., 301
v. Kinnear, 738
v. Plaisted, 1326
v. Winheim, 1355
Fielder, *v.* Starkin, 760
Fielding *v.* Silverstein, 691*a*
Fields *v.* Baum, 302*a*
v. Buinum, 377
v. Johnston, 95
v. Lancaster Cotton Mills, 361
v. Williams, 55, 317, 494, 565*a*
Fifield *v.* Whittemore, 1237
Fifth B. B. Assoc. *v.* Sylvester, 1023
Fifth Baptist Church *v.* Baltimore & O. R. R., 334
Fifth Nat. Bank *v.* New York El. R. R., 1199, 1210
v. Providence Warehouse Co., 79, 492

[References are to sections]

Figh *v.* United States, 642
Filbert *v.* Philadelphia, 657
File *v.* Wilmington City Ry., 482, 483, 484, 485
Filer *v.* New York C. R. R., 86*c*, 485
v. Smith, 464
Fillebrown *v.* Hoar, 44*a*, 126*b*, 226*j*, 988*a*
Fillingham *v.* Michigan United Rys., 1309
Final *v.* Backus, 499
Finch *v.* Heermans, 645
v. Northern Pac. R. R., 1342
v. Zenith F. Co., 753
v. Strickland, 916
Finckh *v.* Evers, 803
Findlater *v.* Dorland, 200
Findlay *v.* Carson, 685, 685*b*
v. Knickerbocker Ice Co., 533, 536
Findley *v.* Findley, 692*k*
Fine *v.* Navarre, 458
Finigan *v.* Sullivan, 1337
Fink *v.* Busch, 1270
v. Farmers' Bank, 692*d*
v. Newark, 1128
v. Thomas, 387
Finke *v.* Allen, 751
Finkelstein *v.* Kramer, 1357
Finken *v.* Elm City Brass Co., 482
Finlen *v.* Heinze, 301*b*
Finley *v.* Carothers, 334
v. Hershey, 92, 941, 947
v. Tucson, 108, 679*a*
Finn *v.* Providence Gas & W. Co., 1168
v. W. R. R., 76
Finnerty *v.* Tipper, 446
Finney *v.* Cadwallader, 610
v. Smith, 233, 234, 359, 444
v. Warren Ins. Co., 712*a*
Finton *v.* Eggleston, 982
Fiola *v.* McDonald, 1337
Firard *v.* Taggard, 755
Firbank *v.* Humphreys, 836
Fire Assoc. *v.* Rosenthal, 723
Firemens' Fund Ins. Co. *v.* Western Refrigerating Co., 324*a*
Firmin *v.* Firmin, 502, 934
Firmstone *v.* Spaeter, 1016
First Bank of Mertens *v.* Steffens, 364
First Baptist Church *v.* Sch'y & Troy R. R., 32, 35, 946
First Church *v.* Boston, 1147
First Ecclesiastical Society *v.* Loomis, 325
First Nat. Bank of Louisville *v.* Boyce, 80, 497*c*
First Nat. Bank *v.* Briggs, 692*d*
v. Carroll, 183
v. Felker, 256
v. First Nat. Bank, 633*c*, 818*b*, 819
v. Fourth National Bank, 77 N. Y. 320; 107*d*, 633*b*, 812, 813, 814
v. Fourth Nat. Bank, 89 N. Y. 412; 324*a*, 813, 819
v. Gerke, 692*a*
v. Haulenbeek, 695
v. Kansas Grain Co., 361
v. Minneapolis & N. E. Co., 517*a*
v. Oliver, 695
v. Red River Val. Nat. Bank, 249, 517*a*
v. Rogers, 688
v. St. Cloud, 170*a*
v. Strang, 257
v. Tenney, 834
v. Thomas, 130
v. Thurman, 149
v. Turner, 333
First Nat. Bank of Barnesville *v.* W. U. T. Co., 602, 707*d*, 877, 897
First Nat. Bank *v.* Williams, 226*b*, 442
First Orthodox Cong. Church *v.* Walrath, 413
First Parish in Shrewsbury *v.* Smith, 931
First Parish in Woburn *v.* County of Middlesex, 1158, 1165
First State Bank *v.* Martin, 681*a*
Firth *v.* Fitzgerald, 1268
Fischer *v.* Hayes, 1231
v. Hope M. L. I. Co., 730
Fish *v.* Dana, 795
v. Dodge, 949, 1258, 1293
v. Folley, 636*h*
v. Glass, 667
v. Nethercutt, 506*a*, 564, 1261

[References are to sections]

Fish *v.* Rochester, 1108
v. Seeberger, 305
Fishburne *v.* Engledore, 363*a*, 364, 365, 367
v. Sanders, 339
Fishell *v.* Winans, 313*a*
Fisher *v.* Anderson, 411
v. Baden Gas Co., 1142
v. Barber, 1356
v. Bidwell, 301
v. Brown, 104 Mass. 359; 80, 259
v. Brown, 70 Fed. 570; 504
v. Cobb, 76
v. Dowling, 929
v. Dudding, 334
v. Edington, 917
v. Fallows, 805
v. Fisher, 703
v. George S. Jones Co., 256
v. Goebel, 209, 643, 647*c*, 993
v. Grace, 71
v. Jansen, 180*a*, 255, 485*a*
v. Kay, 1007, 1010
v. Kenyon, 637, 638
v. Met. El. Ry., 368
v. Naysmith, 65, 929*a*, 1130
v. New Orleans Anchor Line, 318
v. Newark City Ice Co., 753
v. Otis, 331
v. Patterson, 446, 451
v. Prince, 54, 494*b*
v. Samuda, 1036
v. Sargent, 298
v. Val de Travers Asphalte Co., 240, 241
v. Waupaca E. L. & R. Co., 1367
Fisher, H. S. & M. Co. *v.* Warner, 753
Fishwick *v.* Sewell, 506*a*
Fisk *v.* Brunette, 304
v. Fowler, 416
v. Gray, 411
v. Hicks, 762, 777
v. New York, 593
v. Tank *et al.*, 767, 1060
Fiske *v.* Chesterfield, 331*a*
v. Foster, 700
Fitch *v.* Bragg, 1240
v. Broadway & S. A. R. R., 1348
v. Casey, 655*b*
v. Fitch, 1261
Fitch *v.* Livingston, 316
v. Western U. T. Co., 130 S. W. 44; 157, 159
v. Western U. T. Co., 150 Mo. 149; 879
Fitchburg *v.* C. M. Corp. *v.* Melven, 999*c*, 999*e*
Fitchett *v.* North Pennsylvania R. R., 346
Fitts *v.* Reinhart, 657
Fitzgerald *v.* Allen, 655*d*
v. Boulat, 388
v. Caldwell, 341
v. Chicago, K. & W. R. R., 1109
v. Chicago, R. I. & P. Ry., 47, 383*a*, 865
v. Clark, 935
v. Dobson, 41, 47, 1355
v. Evans, 762
v. Stewart, 451
Fitzgibbon *v.* Brown, 460
Fitzgibbons *v.* Freisem, 66, 988
Fitzhugh *v.* Chesapeake & O. Ry., 1169
v. McPherson, 345
v. Wiman, 78
Fitzimmons *v.* Chapman, 194, 441
Fitzjohn *v.* Mackinder, 126*c*
Fitzpatrick *v.* Boston & M. R. R., 101, 215, 221*a*, 927, 931
v. Cottingham, 415
v. Flagg, 685*j*
v. Great W. Ry., 43*h*
v. New York El. R. R., 1203
Five Tracts of Land *v.* United States, 252
Fixel *v.* Tallman, 682*a*
Fixen *v.* Blake, 1030
Flagg *v.* Roberts, 449, 1328
v. Tyler, 691*a*
Flagler *v.* Hearst, 512
Flaherty *v.* St. Louis Transit Co., 1356
Flake *v.* Carson, 312
Flam *v.* Lee, 457, 458
Flanagan *v.* Chicago City Ry., 1354
v. Womack, 361, 386, 489
Flanagin *v.* Wetherill, 334
Flanary *v.* Wood, 388, 1344
Flanders *v.* Canada, A. & P. S. S. Co., 85*a*
v. Tweed, 233

[References are to sections]

Flannery *v.* Anderson, 293, 310
v. B. & O. R. R., 380, 388
Flannigan *v.* Stauss, 1335
Flash, The, 843
Flavin *v.* Chicago, B. & Q. R. R., 1342
Fleckner *v.* Bank, 336
Fleckton *v.* Spicer, 1012, 1022
Fleddermann *v.* St. Louis Transit Co., 1270
Fleet *v.* Hollenkemp, 368
Fleetham *v.* Therres, 945
Fleetwood *v.* Barnett, 640*a*, 641
Fleischmann *v.* Samuel, 254*a*, 496
Fleishman *v.* Southern Ry., 873
Fleming *v.* Bailey, 467
v. Baltimore & O. R. R., 927
v. Bank of New Zealand, 171*a*
v. Beck, 113, 646
v. Chicago, etc., R. R., 1110, 1154
v. Grigg, 734
v. Lobel, 1367
v. Loughren, 1345
v. Lunsford, 657
v. Newport Ry., 1096
v. Potter, 279*c*
v. Robertson, 278
v. R. R., 1163
v. Shenandoah, 41
v. Sherry, 934, 934*a*
v. Tolee, 676
v. Wilmington & W. R. R., 1164
Flentham *v.* Steward, 789
Fletcher *v.* Auburn & S. R. R., 1182, 1183
v. Brown, 917
v. Burrows, 451
v. Button, 1010
v. Derrickson, 789
v. Dyche, 397, 402, 408, 419
v. Gillespie, 618
v. Great Western Ry., 1085
v. Harmon, 1069
v. Jackson, 808
v. Jacob Dodd Packing Co., 170*a*, 192
v. Rylands, 33
v. Taylcur, 164, 1329
Flick *v.* Wetherbee, 191, 768
Flickinger *v.* Omaha Bridge, etc., Co., 1154*c*
Flinn *v.* Barber, 301
v. Flinn, 301*c*
Flint *v.* Clark, 107*d*, 451
v. Douglass, 918
v. Gauer, 1251
v. Lyon, 1040, 1060
v. Norwich & W. R. R., 860
v. Steadman, 966, 981
Flint & P. M. R. R. *v.* Detroit, etc., R. R., 1152*a*
v. Gordon, 1154*a*
Flint & Walling Mfg. Co. *v.* Beckett, 121*d*
Florence *v.* Pattillo, 763
Florence Cotton Co. *v.* Louisville Banking Co., 306
Florence E. & W. N. R. R. *v.* Pember, 1165
Florence E. D. & W. V. R. R. *v.* Shepherd, 1148
Florence M. Co. *v.* Daggett, 618
Florence Oil & Refining Co. *v.* Farrar, 762
Florence Wagon Wks. *v.* Salmon, 413
Flori *v.* St. Louis, 139
Florida Athletic Club *v.* Hope Lumber Co., 762
Florida, C. & P. R. R. *v.* Foxworth, 573*a*, 578
v. Sullivan, 574*a*
Florida N. R. R. *v.* Southern Supply Co., 647*b*
Florida R. & N. Co. *v.* Webster, 368
Florida Southern R. R. *v.* Brown, 1110
v. Parsons, 932
Flournoy *v.* Lyon, 237, 682*a*
Flowers *v.* Smith, 383*a*
Floyd *v.* Hamilton, 373*a*
v. Mann, 735*b*
v. U. S., 614
v. United States, 617
Floyer *v.* Edwards, 606*c*
Fludyer *v.* Cocker, 288, 1025
Flureau *v.* Thornhill, 1001
Flynn *v.* Kings County El. R. R., 1208
v. Trask, 209, 992
v. Union S. & G. Co., 686
Flynn, *In re*, 311*d*
Flynt *v.* Chicago, B. & Q. Ry., 107*d*

[References are to sections]

Fobes *v.* Rome, W. & O. R. R., 1183, 1184, 1193, 1194
Focht *v.* Rosenbaum, 425
Focke *v.* Blum, 497*b*
Fodges *v.* Fries, 222
Foeller *v.* Heintz, 657
Foels *v.* Tonawanda, 221*b* 1355
Fogarty *v.* Finlay, 559
Fogg *v.* Hill, 1295
Fogle *v.* Delmas, 302*a*
Foley *v.* Everett, 1354
v. Foley, 304
v. Forty-second St. M. & S. N. A. Ry., 243*b*
v. Houston, B. & T. Ry., 1334
v. McKeegan, 413, 1010
v. Manufacturers' & B. I. Co., 722
v. Martin, 365, 1334
v. Northrup, 368
v. Southwestern Land Co., 502, 989
Folk *v.* Graham, 975
Folkes *v.* Chadd, 1291
Follansbee *v.* Adams, 636*d*, 741
Follett *v.* Jewett, 448*d*
Folliott *v.* Hunt, 655*b*
Folmar *v.* Carlisle, 302
Folmsbee *v.* Amsterdam, 1112*a*
Folsom *v.* Apple River L. D. Co., 36*a*, 191, 937
v. Clemence, 84, 85*b*
v. McDonough, 419
v. Marlette, 310*a*
v. Parker, 992
v. Plumer, 343
v. Underhill, 483
Folwell *v.* Providence Journal Co., 448*d*, 451
Folz *v.* Tradesmen's T. & S. F. Co., 678
Fomin *v.* Oswell, 818
Fondavilla *v.* Jourgensen, 185
Fontaine *v.* Baxley, 40, 156, 607
v. Schulenberg & B. L. Co., 999*k*
Fooks *v.* Horner, 302
Foos *v.* Sabin, 753
Foot *v.* Tracy, 451
Foote *v.* American Product Co., 484
v. Blanchard, 301, 308
v. Burnet, 959
v. Cincinnati, 999*d*
v. Lorain R. R., 1154*a*, 1166*e*, 1174
Foote *v.* Merrill, 502, 503, 933, 934
v. Sprague, 420
v. Van Zandt, 692
Forbes *v.* American Mut. L. Ins. Co., 729
v. Aspinall, 713
v. Boston & L. R. R., 853
v. Hunter, 644
v. Loftin, 226*f*, 486*b*
v. Manf. Ins. Co., 711
v. Parker, 81
v. Thomas, 439*d*
Force *v.* Elizabeth, 343, 346
v. Sawyer Boos Mfg. Co., 1237
Ford *v.* Atlantic C. L. R. R., 107*a*
v. Charles Warner Co., 380
v. Cheever, 358
v. Chicago & N. W. R. R., 95, 924*a*
v. Fargason, 370, 603
v. Hixon, 324*a*
v. Illinois Refrigerating Constr. Co., 212*b*
v. Ingles Coal Co., 419
v. Jones, 47
v. Keith, 807
v. Lincoln County Comrs., 1151, 1168
v. Loomis, 237, 685*l*
v. Monroe, 570
v. Oliphant, 762, 765, 777
v. Santa Cruz R. R., 924
v. Schliessman, 126*b*
v. Schliessway, 70
v. Tirrell, 308*a*
v. Williams, 58, 226*c*
Ford H. L. Co. *v.* Clement, 618
Fordham *v.* Thompson, 685*j*, 685*k*
Fordyce *v.* Easthope, 673*a*
v. McCants, 575, 1367
v. Manuel, 1342
v. Nix, 1342
v. Peper, 821
Fore *v.* Western N. C. R. R., 1110, 1166
Foreman *v.* Western U. T. Co., 894*b*
Forey *v.* Western Stage Co., 664*a*
Forgie *v.* Henderson, 37
Forhmann *v.* Consolidated Traction Co., 380
Forke *v.* Homann, 1042

[References are to sections]

Forked Deer Pants Co. *v.* Shipley, 666
Forman *v.* Forman, 343
v. Miller, 674
Forney *v.* Geldmacher, 124
Forrest *v.* Buchanan, 171
v. Collier, 683
Forst *v.* Rothe, 70
Forstall *v.* Louisiana Planters' Assoc., 346
Forster *v.* Forster, 326
Forsyth Boulevard, *In re*, 1151
Forsyth *v.* Dickson, 549, 557, 692
v. Hastings, 673*a*
v. McIntosh, 982
v. Mann, 618, 734
v. Palmer, 58, 565
v. Wells, 503, 935
v. Wilcox, 1148
Fort *v.* Orndorff, 209, 608, 646*b*, 991
v. Saunders, 496, 497
v. Union Pacific R. R., 86*a*
Fort Covington *v.* United States & C. R. R., 932
Fort Pitt Gas Co. *v.* Evansville Contract Co., 435*a*
Fort Scott, W. & W. Ry. *v.* Lightburn, 484, 490
v. Tubbs, 932
Fort Smith A. & S. Co. *v.* Nedry, 1354
Fort Wayne *v.* Hamilton, 932, 1148
Fort Wayne E. L. Co. *v.* Miller, 606*a*
Fort Worth *v.* Howard, 217, 1123, 1143
Fort Worth Ry. *v.* Smith, 126*b*
Fort Worth & D. C. Ry. *v.* Bell, 1347
v. Flynt, 942
v. Hogsett, 937*a*
v. Hyatt, 574
v. Ikard, 852
v. Morrison, 56 S. W. 931; 574*d*
v. Morrison, 123 S. W. 621; 1270*a*
v. Morrison, 129 S. W. 1157; 1270
v. Richards, 854
v. Travis, 43*k*, 1307
v. Walker, 67
v. White, 310
Fort Worth & N. O. Ry. *v.* Smith, 43*i*, 380, 929
v. Wallace, 86*b*, 937*a*
Fort Worth & R. H. St. Ry. *v.* Hawes, 486*a*
Fort Worth & R. G. Ry. *v.* Bowen, 1357
v. Downie, 1123
v. Garvin, 1149
v. Kime, 1367
v. Wilkinson, 1367
Fort Worth, *et al. v.* Williams, 1348
Fortescue *v.* Kings County Lighting Co., 932
Fosdick *v.* Greene, 107*d*, 519
v. Van Husan, 343
Foss *v.* Heineman, 735*b*
v. Norris, 567
Fossum *v.* Chicago, M. & S. P. Ry., 924*a*
Foster *v.* Adams, 756
v. B. I. Crooker Co., 1348
v. Baer, 762
v. Boston, 1177
v. Brooks, 494*b*
v. Chamberlain, 527
v. Chicago, R. I. & P. Ry., 1348
v. Chicago R. R., 1152
v. Cleveland, C. C. & St. L. Ry., 161, 863
v. Dow, 839
v. Dupre, 312
v. Elliott, 101
v. Equitable Ins. Co., 725
v. Fletcher, 931
v. Foster, 970
v. Gressett, 1012*a*
v. Kennedy, 1027
v. Miranda, 587
v. Missouri Pac. Ry., 115 Mo. 165, 21 S. W. 916; 1355
v. Missouri Pac. Ry., 128 S. W. 36; 67*a*
v. Napier, 691*c*
v. Pierson, 956
v. Preston, 819
v. Rodgers, 762
v. Scoffield, 475
v. Stafford Nat. Bank, 685
v. Thompson, 959, 981
v. Weaver, 83, 503
v. Wise, 692*j*
Foster Lumber Co. *v.* Arkansas Valley & W. Ry., 1123
Foster-Milburn Co. *v.* Chinn, 448*c*

[References are to sections]

Fotheringham *v.* Adams Ex. Co., 49, 1330
Foulger *v.* Newcomb, 1271
Foulkes *v.* Nashville & D. R. R., 570*b*
Fountain *v.* West, 448*a*
Fourth Nat. Bank *v.* City Nat. Bank, 1031
v. Mayer, 682, 682*a*, 683
v. Noonan, 83*b*
Foust *v.* Gregg, 704, 708
Fowle *v.* New Haven & N. Co., 1110
v. New Haven & N. R. R., 95, 1112
v. Ward, 1256*j*
Fowler *v.* Armour, 665
v. Baltimore & O. R. R., 316, 334
v. Bott, 999*c*
v. Com., 692*i*
v. Davenport, 317
v. Des Moines & K. C. Ry., 95
v. Fowler, 451
v. Gilman, 80
v. Old North State Ins. Co., 722, 920
v. Pauly, 766
v. Payne, 1057
v. Stonum, 78
v. Strickland, 702, 801
v. Waller, 667
Fowlkes *v.* Southern Ry., 150, 226*j*
v. Webber, 1258
Fox *v.* Baltimore & O. R. R., 1171
v. Boston & M. R. R., 119, 164
v. Brissac, 988*a*
v. Chicago, S. P. & K. C. R. R., 1270*a*
v. Davenport Nat. Bank, 814
v. Davis, 460
v. Everson, 768
v. Harding, 130, 194, 613
v. Hartford, etc., R. R., 346
v. Hayward, 842
v. Jones, 424*a*
v. Kitton, 636*d*
v. Knickerbocker Engr. Co., 1220, 1229
v. Longly, 301*b*
v. Mountjoy, 685*g*
v. Oakland Consol. St. R. R., 573*a*, 575, 1367
v. Oriel Cabinet Co., 685*h*
Fox *v.* Poor Ridge & Sugar Creek Turnpike Road Co., 153*a*
v. St. John, 86*c*, 486*a*
v. Stevens, 376
v. Stockton, C. H. & A. Works, 766, 767
v. Wray, 440
v. Wunderlich, 387, 1249, 1254
Foxall *v.* Barnett, 241, 463
Foxcroft *v.* Nagle, 340*c*
v. Nevens, 802
Foy *v.* Chicago, M. & St. P. Ry., 853
Foye *v.* Dabney, 667
Frain *v.* Metropolitan L. I. Co., 730
Fralick *v.* Presley, 527
Fraloff *v.* New York, C. & H. R. R. R., 244, 317
Francis *v.* Brock, 1330
France *v.* Gaudet, 121*b*, 163, 198, 250, 497, 506
Franchot *v.* Leach, 1024
Francis *v.* Castleman, 302*a*
v. Rucker, 700
v. St. Louis T. Co., 864
v. Schoellkopf, 65, 948, 1025, 1203
v. Western U. T. Co., 876, 894
Franck *v.* Stout, 623
Frank *v.* Colhoun, 271
v. Manhattan M. & Dispensary, 668
v. Morrison, 295
v. Tatum, 374
Frank Parmelee Co. *v.* Wheelock, 1358
Franke *v.* St. Louis, 1367
Frankel *v.* Stern, 682
Frankfort *v.* Kendrick, 1358
Frankfort & K. R. R. *v.* Windsor, 1295
Frankfort & V. T. Co. *v.* Hulette, 171*a*
Franklin *v.* Campbell, 916
v. Jackson, 932
v. Louisville & N. R. R., 152
v. Schermerhorn, 1366
v. Smith, 203
v. Southeastern Ry., 574
Franklin County *v.* Layman, 337
Franklin C. Co. *v.* McMillan, 502, 935
Franklin F. I. Co. *v.* Hamill, 720
Franklin Ins. Co. *v.* Sears, 818*a*
Franz *v.* Hillerbrand, 363
Fraser *v.* Berkeley, 487*a*

[References are to sections]

Fraser *v.* Buffalo, 482*a*
v. Echo, M. & S. Co., 190
v. Little, 677, 678
Frawick *v.* Martin-Brown Co., 361
Fray *v.* Voules, 103
Frazer *v.* Bigelow Carpet Co., 309, 318, 321
v. Supervisors of Peoria, 966
Frazier *v.* Clark, 608
v. Fredericks, 531
v. Laughlin, 693
v. Lomax, 1275
v. St. Louis Smelting & Refining Co., 172*a*
Fred Krug B. Co. *v.* Healey, 76
Fred W. Wolf Co. *v.* Galbraith, 742*a*
Frederick *v.* Shane, 1131
v. Willoughby, 758
Fredonia Gas Co. *v.* Bailey, 614
Freeborn *v.* Norcross, 538
Freedle *v.* North Car. R. R., 1129, 1148
Freehold Loan Co. *v.* McLean, 325
Freeland *v.* Edwards, 302*a*
v. Muscatine, 932
v. Pennsylvania R. R., 1120
Freelove *v.* Gould, 929, 943
Freeman *v.* Aylor, 657
v. Carter, 28 Tex. Civ. App. 571; 575
v. Carter, 81 S. W. 81; 580*a*
v. Cleary, 1354
v. Clute, 190
v. F. P. Harbaugh Co., 778
v. Field, 191, 937
v. Fogg, 633*a*, 636*i*
v. Freeman, 310*a*, 311
v. Harwood, 519
v. Hyett, 1031
v. Illinois C. R. R., 570*b*
v. Luckett, 493
v. McElroy, 1367
v. Mercantile M. A. Assoc., 113
v. Mireles, 486*b*
v. National Benefit Society, 732
v. Ortiz, 1355
v. People, 677
v. Sayre, 924, 932
v. Strobehn, 107*a*
v. Tinsley, 449
v. Underwood, 76
Freeman *v.* Venner, 439
Freeman's Bank *v.* Rollins, 805
Freer *v.* Cowles, 527
Freese *v.* Crary, 107*a*
v. Tripp, 378, 386, 1254, 1256
Frei *v.* Vogel, 77, 531, 691*b*
Freidenheit *v.* Edmundson, 127*a*, 347, 360
Freligh *v.* Platt, 1053
Fremont, E. & M. V. R. R. *v.* Bates, 1165, 1171
v. French, 1347
v. Harlin, 942, 1110
v. Lamb, 1167
v. Leslie, 1374
v. Marley, 316, 318, 937, 1293
v. Meeker, 1165*b*
v. Root, 335
v. Whalen, 1110, 1141
French *v.* Barber Asphalt Paving Co., 1126
v. Bent, 98
v. Connecticut R. L. Co., 182, 948
v. French, 304
v. Fuller, 74, 931
v. Grindle, 704
v. Kennedy, 339*a*
v. Lowell, 1147
v. McCready, 685*b*
v. Milwaukee, 1172*a*
v. Parish, 805
v. Ramge, 109, 199
v. Snyder, 545
v. Vining, 214*a*, 765
v. Wilkinson, 1309
v. Willet, 554
Fresh *v.* Cutter, 364
Freund *v.* Murray, 32
Frey, The, 599
Frey *v.* Drahos, 77
v. Fitzpatrick-Cromwell Co., 340*b*
Freyman *v.* Knecht, 755, 762
Frick *v.* St. Louis, K. C. & N. Ry., 574
Frick Co. *v.* Falk, 212*b*, 764
Frick Coke Co. *v.* Painter, 1142
Friedenstein *v.* United States, 753
Friedenwald *v.* Baltimore, 1148
Friedland *v.* McNeil, 648*a*
v. Myers, 167, 984*a*
Friedlander *v.* Pugh, 614

[References are to sections]

Friedly *v.* Giddings, 366, 1343
Friedman *v.* Brooklyn Heights R. R., 1334
v. Horn, 171*a*
Friedrichs *v.* Belt Co., 1177
Friel *v.* Plumer, 467
Friend *v.* Dunks, 1256
v. Green, 531*a*
v. Ingersoll, 483
v. Pittsburgh, 337
Friend & T. L. Co. *v.* Miller, 157, 742*a*
Fries *v.* Watson, 334
Frigstad *v.* Great Northern Ry., 1326
Frink *v.* Coe, 368
v. Schroyer, 485
v. Southern Exp. Co., 302*a*, 678
v. Tatman, 734
Frisbee *v.* Hoffnagle, 1053
v. Marshall, 70, 86*a*
Frisbie *v.* Rosenberg Bros. & Co., 755
Frisia, The, 587, 588
Frith *v.* Chicago, D. & M. Ry., 95
Fritts *v.* New York & N. E. R. R., 195
Fritz *v.* Hobson, 91, 924, 1194
v. Pusey, 970, 976
v. Watertown, 1261
Frobisher *v.* Fifth Ave. Transp. Co., 1270*a*
Frohreich *v.* Gammon, 164*a*, 767
Frohs *v.* Dubuque, 486
Fromm *v.* Ide, 225
v. Sierra Nevada S. M. Co., 517
Front St. M. & O. R. R. *v.* Butler, 1067
Frost *v.* Foote, 415
v. Jordan, 237, 682*a*
v. Knight, 758
v. Mixsell, 692*e*
v. Tarr, 606*a*
v. Willard, 78
v. Winston, 311*d*
Frothingham *v.* Everton, 812, 814, 822
v. Morse, 492, 518
Fruin-Bambrick Construction Co. *v.* Ft. Smith & W. R. R., 419
Fry *v.* Bennett, 386
v. Dubuque & S. Ry., 172, 484
v. Great Northern Ry., 1350
v. Hillan, 171, 483
v. Leslie, 334
Frye *v.* Maine C R. R., 130, 194
Fuchs *v.* Koerner, 206, 207, 667
Fuhrman *v.* Interior Warehouse Co., 768
Fuhry *v.* Chicago City Ry., 1354
Fulda *v.* Caldwell, 449
Fulkerson *v.* Eads, 106
v. George, 447
Fullam *v.* Stearns, 103
Fuller *v.* Atlanta, 1108, 1110
v. Brown, 655*c*
v. Chamberlain, 1279
v. Chicopee Mfg. Co., 1166*d*
v. Curtis, 121*d*, 151
v. Dean, 451
v. Eddings, 1169
v. Fenner, 443, 1335
v. Fuller, 311*d*
v. Jackson, 1270*a*
v. Mfg. Co., 1119
v. Mt. Vernon, 1110
v. Mulhollan, 976
v. Reed, 651
v. Rice, 651, 660, 662
v. Robinson, 1338
v. Ruby, 999*c*
v. Wing, 692*k*
Fullerton, The, 1357
Fullerton *v.* Fordyce, 214*a*
v. Miller, 681*a*
Fullman *v.* Cummings, 99, 101
Fulmore *v.* St. Paul City Ry., 1363
Fulsome *v.* Concord, 41, 86*c*, 485
Fulton *v.* Dover, 1148
v. Fletcher, 688*a*
v. Heffelfinger, 674
Fulton County *v.* Amorous, 1154*a*
Fultz *v.* Davis, 278
v. Wycoff, 195, 441
Fulweiler *v.* Baugher, 975
Funk *v.* Buck, 331
v. Creswell, 972
v. Dillon, 432*a*
v. Funk, 85*b*
v. H. S. Kerbaugh, 379
v. Hendricks, 517*a*
v. Voneida, 974, 979
Funke *v.* Allen, 753
Fuqua *v.* Gambill, 464
v. Massie, 674
Furber *v.* McCarthy, 678

Furbush *v.* Goodwin, 1159
Furlong *v.* Cooney, 906, 910
v. Polleys, 246, 734, 739
Furman *v.* Brooklyn Heights R. R., 1354
v. Elmore, 959
Furman, St., Matter of, 1146, 1149
Furnas *v.* Durgin, 789, 962, 972, 974
Furness, Withy & Co. *v.* Hall, 85*b*
Furnish *v.* Missouri Pac. Ry. Co., 102 Mo. 669; 1355
Furnish *v.* Missouri Pac. Ry., 102 Mo. 438; 48, 486*a*
Furniss *v.* Ferguson, 975
v. Hudson River Railroad, 1131
Furstenburg *v.* Fawsett, 617
Fury *v.* White, 684*a*
Fush *v.* Egan, 565*a*
Fussell *v.* Heard, 497*g*

G

G. A. Kelly Plow Co. *v.* London, 665, 666, 667
Gaar Scott & Co. *v.* Lyon, 535, 565
Gabler *v.* McChesney, 857
Gabriel *v.* Akinsville Pressed Brick Co., 615
Gaddis *v.* Lord, 683
Gadsden *v.* Georgetown Bank, 685*g*, 685*k*
v. Howe F. & C. Co., 742
Gaerrett *v.* Winterich, 214*b*
Gaertner *v.* Bues, 988*a*
Gaffey *v.* United Shoe Machinery Co., 647*c*
Gaffney *v.* Hayden, 663, 673*a*
Gage *v.* Lewis, 789
v. Harvey, 1255
v. McSweeney, 340
v. Parmelee, 310*a*
v. Thompson, 334
Gagnon *v.* Klauder-Weldon D. M. Co., 1357
v. Molden, 633*e*
v. Sperry & Hutchison Co., 164, 182
Gahagan *v.* Aerometer Co., 1357
Gahan *v.* Western U. T. Co., 894
Gahn *v.* Broome, 717
Gaines *v.* New Orleans, 6 Wall. 642; 904
v. New Orleans, 17 Fed. 29; 307, 343, 904, 911
v. Poor, 803
Gainesville H. & W. Railroad *v.* Hall, 1123
v. Waples, 1165*b*
Gainsford *v.* Carroll, 744
Gaither *v.* Bland, 752
v. Blowers, 487*a*
Galbraith *v.* Chicago A. I. Works, 645
v. Walker, 334
Gale *v.* Corey, 340*a*
v. Dean, 1008, 1012, 1018
v. Leckie, 193
v. New York C. & H. R. R. R., 1332
Gale S. H. M. Co. *v.* Moore, 767
Galena & C. U. R. R. *v.* Rae, 842, 854
Galena & S. W. R. R. *v.* Barrett, 1051
v. Birkbeck, 1165
Galesburg *v.* Higley, 1326
v. Rahn, 219
Galesburg R. R. *v.* Milroy, 1171*a*
Galigher *v.* Jones, 513, 745
Gall *v.* Gall, 664*a*, 673*b*
Gallagher *v.* Baird, 734
v. Bowie, 43*h*
v. Burke, 988
v. Kingston Water Co., 941, 1146
v. The Yankee, 599*b*
Gallamore *v.* Olympia, 484
Galliano *v.* Pierre, 270
Galligan *v.* Sun Printing & Pub. Assoc., 85*b*
v. Woonsocket St. R. R., 486*c*
Gallo *v.* Brooklyn Sav. Bank, 236
v. McAndrews, 416
Gallon *v.* House of Good Shepherd, 1336
Galloway *v.* Courtney, 448*d*
Gallum *v.* Seymour, 313*a*
Gallup *v.* Perue, 314
Galsworthy *v.* Strutt, 418, 420
Galt *v.* Chicago &. N. W. Ry., 95, 924*a*
Galveston *v.* Barbour, 572
Galveston C. R. R. *v.* Miller, 1286*b*
v. Posnainsky, 1326, 1355

[References are to sections]

Galveston City & S. F. R. R. *v.* Bock, 1165
v. Eddins, 1165
Galveston County *v.* Galveston Gas Co., 303
Galveston Electric Co. *v.* Dickey, 1348
Galveston, H. & H. R. R. *v.* Bohan, 1357
Galveston, H. & N. Ry. *v.* Murphy, 1356
v. Newport, 1356
v. Olds, 575, 1367
Galveston, H. & S. A. Ry. *v.* Abbey, 1356
v. Arispe, 1367
v. Ball, 844, 851
v. Bean, 1359
v. Becht, 932
v. Bernard, 1356
v. Borsky, 226*l*, 937
v. Butshek, 121*b*
v. Cherry, 1354
v. Clark, 47
v. Coker, 1363
v. Collins, 1357
v. Croskell, 1350
v. Davis, 4 Tex. Civ. App. 468; 575, 580
v. Davis, 27 Tex. Civ. App. 279; 1367
v. Dehnisch, 1356
v. Donahoe, 380
v. Dromgoole, 317
v. Dunlavy, 387, 1149
v. Garcia, 1354
v. Garrett, 171*a*, 1354
v. Haas, 941
v. Hanson, 1354
v. Harris, 580*a*
v. Henry, 308*a*
v. Horne, 318
v. Hynes, 1356
v. Johnston, 316
v. Karrer, 842
v. Kinnebrew, 865
v. Le Gierse, 1263
v. Leonard, 1306
v. Matzdorf, 1353
v. Miller, 1367
v. Mitchell, 1367
Galveston, H. & S. A. Ry. *v.* Nass, 1354
v. Norsky, 93
v. Parr, 937
v. Parrish, 1355
v. Perry, 1367
v. Pfeuffer, 1159
v. Pigott, 575
v. Pitts, 1356
v. Power, 576
v. Rubio, 45
v. Sanchez, 1359
v. Sanders, 1352
v. Silegman, 852
v. Still, 180*a*
v. Stoy, 1354
v. Thompson, 843*a*, 856
v. Tuckett, 852
v. Turner, 872
v. Vaughan, 318
v. Waldo, 1354
v. Ware, 237, 1286*b*
v. Warnecke, 933, 934
v. Williams, 1297
v. Wiseman, 222, 865
v. Worth, 1360
v. Young, 1349
Galvin *v.* Gualala M. Co., 930*a*
v. Tibbs, 383
Galyon *v.* Ketchen, 655*c*
Gamard *v.* Hart, 685*j*
Gambill *v.* Cargo, 387
v. Schmuck, 366
Gamble *v.* Cuneo, 793*a*
v. Mullin, 132
v. Wilson, 531*a*, 532
Gambrill *v.* Schooley, 446, 671
Gammage *v.* Alexander, 308
Gammell *v.* Skinner, 302, 308*a*, 324
Gammon *v.* Abrams, 308, 314
v. Howe, 407, 417
Ganiard *v.* R. C. & B. R. R., 86*c*
Gann *v.* Chicago Great Western R. R., 854
Ganong *v.* Green, 82, 497*f*
Ganson *v.* Madigan, 753
v. Tifft, 265, 994
Ganssly *v.* Perkins, 361, 1254
Ganter *v.* Atkinson, 69
Gantt *v.* American Central Ins. Co., 728

Garard *v.* Manufacturers' C. & C. Co., 1348
Garbaccia *v.* Jersey City H. & P. Ry., 1367
Garbaczewski *v.* Third Ave. R. R., 485
Garcin *v.* Pa. Furnace Co., 414
Garcia *v.* Gunn, 538
Garden *v.* Houston Bros., 366
Gardere *v.* Blanton, 933, 934
Gardiner *v.* McDermott, 689
Gardner *v.* Armstrong, 1023
v. Baer, 1368
v. Barnett, 325
v. Boothe, 527
v. Brookline, 1155, 1168, 1295
v. Brown, 533
v. Cooper, 684*a*
v. Deeds, 636*c*, 752
v. Field, 244, 431, 433
v. Granniss, 911
v. Grove, 789
v. Heartt, 3 Den. 232; 73
v. Heartt, 2 Barb. 165; 32
v. Letson, 968
v. Lovegren, 930*a*
v. Minea, 364, 365, 366, 367
v. Newburgh, 1107
v. Niles, 676
v. Ninety-nine Gold Coins, 599*c*
v. The Roycrofters, 634
v. St. Louis & S. F. R. R., 363
v. Southern Ry., 851
Garfield *v.* Huls, 1066
Garfield & P. C. Co. *v.* Pennsylvania C. & C. Co., 857
Garitee *v.* Baltimore, 184, 927
Garland *v.* Aurin, 70
v. Garland, 304
v. Wholeham, 386
Garland County *v.* Hot Spring County, 337
Garneau *v.* Omaha Printing Co., 310
Garner *v.* Noard, 673*a*
Garoni *v.* Compagnie Nationale, 1356
Garr, Scott & Co. *v.* Young, 762
Garrard *v.* Dawson, 313*a*, 317
v. Dollar, 1024
v. Tuck, 922
Garraux *v.* Greenville, 1115
Garret *v.* Stuart, 964
Garretson *v.* Becker, 473
v. Brown, 76
Garretson *v.* Clark, 111 U. S. 120; 1233, 1234, 1243
v. Clark, 15 Blatch. 70; 1233, 1243
Garrett *v.* Logan, 236
v. Railroad, 1116
v. Sewell, 125*a*, 363*a*, 364, 366
v. Stuart, 603, 762
v. Western U. T. Co., 83 Ia. 257, 49 N. W. 88; 880
v. Western U. T. Co., 92 Ia. 449, 58 N. W. 1064; 881
v. Winterich, 224
v. Wood, 3 Kan. 231; 533
v. Wood, 55 App. Div. 281; 948
Garretty *v.* Brazell, 655*c*
Garrick *v.* Florida Cent. & P. R. R., 377*a*, 584
Garrigan *v.* Kennedy, 1255
v. Thompson, 1254
Garrison *v.* Robinson, 448*c*
Garrity *v.* Boston, 1112*a*
Garthley *v.* Seattle Electric Co., 1360
Gartley *v.* People, 303
Gartner *v.* Chicago, R. I. & P. R. R., 70, 95
v. Richardson, 417
Garvey *v.* Camden & A. R. R. Co., 1289
v. Fowler, 1257
v. Wayson, 457, 458
Gas Bank *v.* Desha, 302
Gas Light Co. *v.* Colliday, 944
v. Memphis, 337
v. Rome, W. & O. R. R., 910, 914
v. St. Louis, 311*c*
Gaskell *v.* Morris, 755
Gaskin *v.* Runkle, 438
v. Wales, 419
Gaskins *v.* Davis, 55, 934
Gassely *v.* Humphries, 445
Gasway *v.* A. & W. P. R. R., 380
Gate City Cotton Mills *v.* Rosenau Hosiery Mills, 752
Gates *v.* Bekins, 45*a*
v. Chicago & A. Ry., 937*a*
v. Comstock, 107 Mich. 546; 317

[References are to sections]

Gates *v.* Comstock, 113 Mich. 127; 930*a*, 933, 1298
v. Davenport, 668
v. Kansas City B. & T. Ry., 1116
v. Meredith, 448
v. Northern P. R. R., 136
v. Parmley, 407, 1016
v. Parrott, 531*a*
v. Reynolds, 1027
v. Rifle Boom Co., 499, 503, 934
v. School District, 667
v. Union Bank, 340*c*
Gathwright *v.* Callaway County, 647*a*
Gatling *v.* Commissioners, 1031
v. Newell, 734
Gattis *v.* Kilgo, 444
Gatton *v.* Tolley, 914
Gatzow *v.* Buening, 43*j*
Gaulden *v.* Shehee, 1027
Gauntlett *v.* Whitworth, 1295
Gaus *v.* Hughes, 929
Gauthin *v.* Green, 740
Gavin *v.* Ball, 417
v. Buckles, 964
v. Com., 1169
Gay *v.* Dare, 627*a*
v. Gardiner, 331*a*
v. Milwaukee E. R. & L. Co., 1360
v. Rooke, 302*a*
v. Winter, 573
Gay's Gold, 272
Gay Mfg. Co. *v.* Camp, 408, 415, 620*a*
Gaylor *v.* Hunt, 559
Gaynor *v.* Clements, 1326
Gayton *v.* Day, 200
Gazelle, The, 33 Fed. 301; 595
Gazelle, The, 2 W. Rob. 279; 30, 592, 593
Gazelle & Cargo, The, 614, 858
Gazette P. Co. *v.* Morss, 667
Gear *v.* C. C. & D. R. R., 217
v. Railroad, 1148
v. Shaw, 685*e*
Geary *v.* Metropolitan St. Ry., 67*a*
Gee *v.* Lancashire & Y. Ry., 146, 152, 157, 158, 166, 740
Gehl *v.* Milwaukee Produce Co., 753, 755
Geiger *v.* Cawley, 418
v. Payne, 637, 639, 1339
Geiger *v.* W. M. R. R., 412
v. Worthen & A. Co., 1367
Geisberg *v.* Mutual B. & L. Assoc., 1331
Geisek *v.* Crescent M. I. Co., 723*a*
Geiser Mfg. Co. *v.* Holzer, 756
Geiser, T. M. Co. *v.* Farmer, 85
Geiss *v.* Hardware Co., 752
Geld *v.* Adams Exp. Co., 851
Gelpeke *v.* Dubuque, 346
Gelston *v.* Hoyt, 336
Gem Knitting Mills *v.* Empire P. & B. Co., 1042
General F. I. Co. *v.* Carolina & N. W. Ry., 119
Gen. George G. Meade, The, 587
General L. & P. Co. *v.* Washington Rubber Co., 614
General M. I. Co. *v.* Sherwood, 718
General Proprietors *v.* Force, 1256*h*
General Underwriting Co. *v.* Stillwell, 968
Genet *v.* Brooklyn, 1128
v. Delaware & H. C. Co., 503
v. Kissam, 325
Geneva *v.* Peterson, 1138
Genin *v.* Ingersoll, 343, 345
Gennings *v.* Norton, 86*a*
Genoa *v.* Woodruff, 337, 346
Gens *v.* Western U. T. Co., 896
Gensburg *v.* Marshall Field & Co., 496, 516*b*, 1297
Gentles *v.* Finck, 85*a*
Gentry *v.* Kelley, 246
v. Richmond & D. R. R., 942
Genung *v.* Baldwin, 487*a*
George *v.* Bischoff, 688
v. Cahawba & M. R. R., 613, 614
v. Fisk, 926
v. Hesse, 777, 1030
v. Lane, 611
v. Law, 1326
v. Peckham, 946
George and Richard, The, 135, 599
George B. Swift Co. *v.* Dolle, 425
v. Gaylord, 1367
George R. Barse Live Stock Commission Co. *v.* Adams, 531*a*
v. McKinster, 533, 535

[References are to sections]

George W. Roby, The, 103 Fed. 328; 596*a*
George W. Roby, The, 111 Fed. 601; 598
George Washington, The, 588
Georgetown *v.* Alexandria Canal Co., 946
v. Groff, 482, 484, 485
v. Kelly, 748
Georgetown, B. & L. Ry. *v.* Doyle, 127*a*
v. Eagles, 127*a*
Georgetown, W. G. E. & P. Co. *v.* Forwood, 1355
v. Neale, 67*a*
Georgia *v.* Bond, 451
v. Kepford, 126*d*, 444
Georgia Cent. R. R. *v.* Bond, 578
v. Dorsey, 150
Georgia P. R. R. v. Fullerton, 318, 435
Georgia R. R. *v.* Augusta O. Co., 753
v. Hayden, 856
v. Olds, 372, 380
v. Pittman, 578, 581
Georgia R. R. & B. Co. *v.* Benton, 490
v. Berry, 942
v. Eskew, 1342
v. Gardner, 115 Ga. 954; 363
v. Gardner, 118 Ga. 723; 233
v. Garr, 583
v. Oaks, 1306
v. Smith, 306
Georgia R. & E. Co. *v.* Baker, 125 Ga. 562; 865
v. Baker, 1 Ga. App. 832; 42, 43*f*
v. Davis, 359
v. McAllister, 212
Georgia S. & F. Ry. *v.* Ransom, 1342
Gerard *v.* Cowperthwait, 676
v. Gateau, 682
Gerbert *v.* Trustees, 1009
Gerdes *v.* Christopher & S. A. I. & F. Co., 1262
Gerken *v.* Plimpton, 1349
v. Ruppert, 468
Gerkins *v.* Kentucky Salt Co., 383*c*, 935
Gerli *v.* Poidebard Silk Mfg. Co., 107*d*
Germain *v.* Union School Dist., 419, 644, 657
Germain Fruit Co. *v.* J. K. Armsby Co., 762
German *v.* German, 301*c*
German-American Title & Trust Co. *v.* Citizens' Trust & Surety Co., 679*a*
German Ins. Co. *v.* Everett, 722
German Nat. Bank *v.* Beatrice Nat. Bank, 700*a*
German Savings Bank *v.* Citizens' Nat. Bank, 302*a*
German Theological School *v.* Dubuque, 214*b*
German U. B. & S. F. Assoc. *v.* Sendmeyer, 627*a*
Germann *v.* Crescioni, 448*a*
Gerock *v.* Western U. T. Co., 46*a*, 894*d*
Gerow *v.* Liberty, 948
Gerrish *v.* Edson, 555
v. New Market Manuf. Co., 64, 66, 101
Gerson *v.* Slemons, 153*a*
Gerst *v.* St. Louis, 316
Gerwig *v.* W. J. Johnston Co., 363*a*
Gest *v.* Cincinnati, 332
Getchell & M. L. & M. Co. *v.* Peterson, 678
Gettwerth *v.* Teutonia Ins. Co., 301, 724
Getty *v.* Hudson River R. R., 1182
v. Rountree, 1060
Getz *v.* Philadelphia & R. R. R., 1157, 1169
Getzelson *v.* Bernstein, 639
Geveke *v.* Grand Rapids & I. R. R., 485
Ghent *v.* Boyd, 334
Gholson *v.* Brown, 688*a*
Giaccomini *v.* Bulkeley, 184
Gibboney *v.* R. W. Wayne & Co., 1041
Gibbons *v.* Bente, 636*c*
v. Missouri Pacific R. R., 1159
Gibbs *v.* Bartlett, 689*a*
v. Bryant, 304
v. Bull, 555
v. Champion, 1007
v. Chase, 55, 76
v. Chisolm, 345
v. Cruikshank, 540
v. Fremont, 301

[References are to sections]

Gibbs *v.* Gildersleeve, 856*a*
v. Jemison, 1008
v. Poplar Bluff L. & P. Co., 1358
v. Ranard, 755
v. Tunaley, 1368
Gibert *v.* Peteler, 1017
v. Washington, C. V. M. & G. S. R. R. R., 346
Gibler *v.* Terminal R. R. Assoc., 171*a*
Giblin *v.* McIntyre, 41, 226*f*, 481, 485
Gibney *v.* Lewis, 43*i*, 47
v. St. Louis Transit Co., 67, 1360
v. Turner, 614, 615
Gibson *v.* Boulton, 974
v. Carlin, 644, 660, 662, 1067
v. Cincinnati Enquirer, 335
v. Delaware & H. C. Co., 112
v. East Tenn. R. R., 865
v. Fidelity & Casualty Co., 1343
v. Fischer, 189
v. Humphrey, 54
v. Hutchins, 904
v. Marquis, 1027
v. Norwalk, 1149
v. Perry, 999*c*
v. Richart, 973
v. Shehan, 808*a*
v. Wheldon, 614
v. Whip Pub. Co., 107*d*, 610, 664
Giddings *v.* Sears, 834
Giese *v.* Schultz, 47, 639
Gieseke *v.* Johnson, 801
Giesy *v.* Cincinnati, W. & Z. R. R., 1155
Giffen *v.* Barr, 377*a*
v. Lewiston, 47
Giffert *v.* West, 775
Giffin *v.* Martel, 54
Gifford *v.* Ferguson, 977
v. Waters, 834*c*
Gilbert *v.* Bulkley, 966
v. Burtenshaw, 349, 1325
v. Campbell, 127
v. Cherry, 1293
v. Grubel, 611
v. Kennedy, 69, 198, 221, 224, 927
v. Peck, 53
v. Rushmer, 968, 980
v. Savannah, Griffin & N. A. R. R., 65, 1130
v. Taylor, 301*c*
Gilbert *v.* Wiman, 784, 793
Gilbert El. Ry., *In re*, 1192
Gilbertson *v.* Richardson, 124
Gilchrist *v.* Lumberman's Mining Co., 842
v. Parrtidge, 1042
v. Weil, 999*j*
Gilchrist, The, 597*a*
Gildersleeve *v.* Overstolz, 134, 365, 988*a*
Gile *v.* Stevens, 64, 66, 1130
Giles *v.* Dugro, 970, 973, 975
v. Eagle Ins. Co., 714
v. O'Toole, 185, 607*a*, 984, 1293
Gileson *v.* Minneapolis & St. L. R. R., 1342
Gilhooley *v.* Washington, 999*c*
Gilkey, The, *v.* The Beta, 589
Gill *v.* Johnson-Brinkman Com. Co., 737
v. Patten, 916
v. Rochester & P. R. R., 575
v. Staylor, 673*d*
v. Vogler, 659
Gillam *v.* Hogue, 124
Gillard *v.* Brittan, 1042
Gillaspie *v.* Citizens' Bank, 914
v. Hagans, 993
Gillen *v.* Minneapolis, S. P. & S. S. M. Ry., 1342
Gillespie *v.* Brooklyn Heights R. R., 47
v. Creswell, 793*a*, 801
v. Mayor, 341
v. Thomas, 999*d*
v. Torrance, 1040
Gillespie, *In re*, 700
Gillet *v.* Maynard, 301*b*, 1012*a*
v. Mead, 475
v. Van Rensselaer, 304
Gellett *v.* Kinderhook, 942
v. Moody, 363*a*
v. Rippon, 805
v. Western R. R. Corp., 316, 438
v. Whiting, 523
v. Young, 425
Gillette *v.* Goodspeed, 76
Gilley *v.* Williams, 909*a*
Gilliam *v.* Canaday, 940
v. Globe Tailoring Co., 432*a*
Gillies *v.* Wofford, 317, 535
Gilligan *v.* New York & H. R. R., 486*c*

[References are to sections]

Gilligan *v.* Providence, 1154*a*
v. Robb, 43*h*
v. Waterford, 673*d*
Gillilan *v.* Rollins, 410
Gillingham *v.* Dempsey, 844
Gillis *v.* Cobe, 657
v. Space, 667
Gillon *v.* Boddington, 86*b*
Gilman *v.* Andrews, 516*b*
v. Brown, 366, 385, 933
v. Gilman, 911, 913
v. Hall, 661
v. Haven, 956
v. Illinois & M. T. Co., 906
v. Lowell, 452
v. McClatchy, 364, 1335
v. Noyes, 111*d*, 125*a*
v. Vaughan, 310*a*
Gilmore *v.* Driscoll, 932, 939
v. Mathews, 1254
v. Pittsburgh, etc., R. R., 1151, 1152
v. Taylor, 1326
v. Tuttle, 324*a*
v. Wale, 363*a*
Gilmour *v.* Hall, 419
Gilpin *v.* Conseque, 295, 312, 313*a*, 319, 734
Gilreath *v.* Allen, 353, 361, 377
Gilroy, *In re*, 1169
Gilson *v.* Collins, 1066
v. Wood, 432*a*
Gingles *v.* Caldwell, 762
Gingras *v.* Desilets, 360, 372
Giordano *v.* Manhattan Ry., 1207
Girard *v.* Moore, 361, 565*a*
v. Taggart, 636*d*, 751, 756
Girdlestone *v.* Porter, 911
Gist *v.* Alexander, 270
v. M'Guire, 685*g*
Gittings *v.* Winter, 505
Givens *v.* Berkley, 385
v. Van Studdiford, 924*a*, 947, 948
Givhan *v.* Dailey, 672
Glacius *v.* Black, 659
Gladys City O. G. & M. Co. *v.* Right of Way of Oil Co., 935
Glanders *v.* Graff, 446
Glascock *v.* Ashman, 692*i*
v. Chicago & A. R. R., 854
Glascock *v.* Hays, 83, 527
Glaser *v.* Cumisky, 999*f*
Glasful *v.* Northern Pac. Ry., 778
Glasgow *v.* Hood, 665
v. Metropolitan St. Ry., 214*a*
Glasgow Union Ry. *v.* Hunter, 1090, 1102
Glaspell *v.* Northern Pac. R. R., 1030
Glaspie *v.* Glassow, 614, 615
Glaspy *v.* Cabot, 246
Glass *v.* Garber, 96
Glasscock *v.* Shell, 638*c*
Glasse *v.* Stewart, 1009
Glaucus, The, 589
Gleason *v.* Briggs, 302*a*, 311
v. Chester, 550
v. Morrison, 492*a*
v. Pinney, 279*c*
v. Smith, 657
Gleaton *v.* Fulton B. & C. Mills, 407
Gledhill W. P. Co. *v.* Baltimore & O. R. R., 164
Gleeson *v.* Virginia Midland Ry., 119
Glen Jean R. R. *v.* Kanawha R. R., 931, 932
Glendenning *v.* Stakley, 1167
Glenn *v.* Mathews, 959
v. Schaffer, 519, 737
v. Thistle, 973
v. Whipple, 973
Glennon *v.* Lebanon Mfg. Co., 1066
Glenogle, The, 589
Glenwood *v.* Phillipps, 69
Glezen *v.* Rood, 107*d*
Glick *v.* Wm. Horne Co., 426
Glidden *v.* Cincinnati, 1117, 1165*a*
v. Street, 316
Globe Acc. Ins. Co. *v.* Helwig, 731
Globe Refining Co. *v.* Landa Co. O. Co., 159
Glock *v.* Howard & W. C. Co., 1012*a*
Gloucester *v.* Eschbach, 678
Glover *v.* Atchison, T. & S. F. Ry., 45*a*
v. Henderson, 834*c*
v. Holmes, 334
v. Hutson, 774
v. London & S. W. Ry., 126*a*
v. McGaffey, 685
v. Manhattan Ry., 1200

[References are to sections]

Glover *v.* North Staffordshire Ry., 1078, 1093, 1096
v. Rochester G. I. Co., 302, 724
v. Western U. Tel. Co., 371*a*
Glovinsky *v.* Cunard Steamship Co., 873
Glow *v.* Yount, 536
Glucina & F. H. Goss Brick Co., 1357
Gluck *v.* Baltimore, 999*d*, 1157
Glucose Sugar Refining Co. *v.* Flinn, 664
Gniadek *v.* Northwestern Imp. & Boom Co., 214*b*
Gobble *v.* Linder, 417, 1020
Godard *v.* Fredericton Boom Co., 189
Godbey *v.* Bluefield, 1144
Goddard *v.* Baden, 546
v. Barnard, 644
v. Binney, 751
v. Bulow, 303, 310
v. Enzler, 577
v. Foster, 314
v. G. T. Ry., 42, 380
v. Westcott, 638, 638*b*, 638*c*
Godeau *v.* Blood, 44, 47, 484
Godfrey *v.* India Wharf Brew Co., 991
v. Moser, 312
v. White, 310*a*
Godkin *v.* Bailey, 1031
Godsall *v.* Boldero, 729, 1034
Godwin *v.* Francis, 239*a*, 835, 836, 837, 838
v. McGehee, 341
v. Taenzer, 504
v. Wilmington & W. R. R., 435
Goebel *v.* Hough, 182, 988*a*, 990*b*
v. Pomeroy Bros. Co., 667
Goebeler *v.* Wilhelm, 377
Goesling *v.* Gross, 822
Goetz *v.* Ambs, 22 Mo. 170; 1345
v. Ambs, 27 Mo. 28; 363*a*, 366, 388, 1326
Goetzkow Bros. Co. *v.* Andrews, 163
Go Fun *v.* Fidalgo Island Canning Co., 416
Goff *v.* Hawks, 1010
v. Miller, 704
v. Rehoboth, 303, 310, 314
Goins *v.* Moberly, 1355
v. Western R. R., 1326
Gold *v.* Bissell, 42
v. Campbell, 372, 461, 462, 463
v. Ives, 1039
Gold Hunter, The, 317, 844,
Goldberg *v.* Besdine, 992
v. Dobbertine, 449
v. Weinberger, 667
Golden *v.* Knapp, 98
v. Spokane & I. E. R. R., 1367
Golden C. M. Co. *v.* Repson C. M. Co., 636*d*
Golden Gate Lumber Co. *v.* Sahrbacher, 659
Golden Gate Mill, etc., Co. *v.* Joshua Hendy Mach. Works, 335
Golden Grove, The, 594
Golden Rule, The, 589
Golder *v.* Lund, 483
Golding *v.* Williams, 1334
Goldsboro *v.* Moffett, 618
Goldsborough *v.* Baker, 416
Goldschmid *v.* New York, 932
Goldsmith *v.* Goldsmith, 301*c*
v. Hand, 655, 656, 657
v. Henderson, 854
v. Holland Trust Co., 179, 622
v. Joy, 384, 487*a*
Goldstein *v.* Asen, 988
v. Godfrey Co., 614
v. Miller, 363
Goldston *v.* Wade, 162
Golibart *v.* Sullivan, 462
Goller *v.* Fett, 503, 935
Goltra *v.* Penland, 170*a*
Gombert *v.* New York C. & H. R. R. R., 482*a*
Gomez *v.* Scanlan, 462, 681*a*
Gonty, *In re*, *v.* Manchester, S. & L. Ry., 1093
Gonzales *v.* De Funiak H. T. Co., 682*a*
Gonzales College *v.* McHugh, 660, 662
Good *v.* Caldwell, 301
v. Grit Pub. Co., 448*d*, 451
Goodall *v.* Thurman, 637, 639
Goodbar *v.* Lindsley, 232, 565*c*, 685
Goodbread *v.* Ledbetter, 449, 451
Goodchap *v.* Roberts, 325
Gooden *v.* Moses, 622
Goodhart *v.* Pennsylvania R. R., 67, 181, 482, 484, 485*a*

Goodhart *v.* Rastert, 343
Goodhue *v.* Western U. T. Co., 894*d*
Goodin *v.* Cincinnati & W. C. Co., 1171
v. Southern Ry., 152
Gooding *v.* Shea, 73
Goodkind *v.* Rogan, 164*a*
Goodloe *v.* Clay, 304
v. Metropolitan St. Ry., 1349
v. Rogers, 121, 121*d*
Goodman *v.* Floyd, 532
v. Missouri R. R., 316
v. Pocock, 667
v. Wolf, 1007
Goodno *v.* Oshkosh, 41, 47, 180, 226*f*, 481, 485, 1326, 1330
Goodnow *v.* Litchfield, 304
v. Plumbe, 304
v. Willard, 103, 547
Goodpaster *v.* Porter, 1024
Goodrich *v.* Burlington C. R. & N. Ry., 486*c*
v. Church, 566
v. Dorset Marble Co., 86*b*
v. Foster, 545
v. Hubbard, 613, 636*a*, 636*b*, 636*j*, 636*k*
v. Starr, 554
v. Thompson, 816
Goodrum *v.* Carroll, 692
Goodsell *v.* Hartford & N. H. R. R., 570*b*
Goodson *v.* Stewart, 930
Goodtitle *v.* North, 907
v. Tombs, 901, 907
Goodwin *v.* Davis, 304, 801
v. Mass. M. L. I. Co., 729
v. Morse, 1060
v. Wilbur, 778
Goodwine *v.* Evans, 1148, 1154, 1171
v. State, 692*e*
Goodyear Shoe Machinery Co. *v.* Selz, Schwab & Co., 423
Googins *v.* Gilmore, 81
Gordon *v.* Anthony, 1232
v. Brewster, 90, 206, 666
v. Bruner, 1055
v. Butts, 202
v. Commissioners of Highways, 1138
v. Constantine Hydraulic Co., 132
Gordon *v.* Grand Rapids & I. R. R., 933
v. Hall, 917
v. Jenney, 536
v. Kansas City Southern Ry., 1350
v. Kennedy, 1277
v. Longest, 1285
v. Norris, 752, 753
v. Northern Pac. Ry., 1270*a*
v. Ogden, 1285
v. Parker, 276
v. Potter, 668
v. Sanborn, 625
v. Victoria, 335
Gore *v.* Brazier, 922, 962
v. Buck, 302*a*
v. Worthington, 901
Gorey *v.* Kelly, 1249
Gorgas *v.* Phila., H. & P. R. R., 144 Pa. 1; 1130, 1165
v. Phila., H. & P. R. R., 215 Pa. 501; 253
Gorgas, The, 593
Gorham *v.* Eastchester El. Co., 933
v. Kansas City & S. Ry., 86*c*, 1355
v. New York C. & H. R. R. R., 575
Gorham Co. *v.* United E. & C. Co., 618
Goring *v.* Fitzgerald, 439*g*
Gormully & Jeffery Mfg. Co. *v.* Catharine, 497*g*
Gorman *v.* Bellamy, 660
v. Hand Brewing Co., 1367
v. Marsteller, 929
v. Southern Pac. Co., 865
v. Sutton, 447
Gorton *v.* Harmon, 578
Gosa *v.* Milwaukee L. H. & T. Co., 1148
v. Southern Ry., 359
Gosdin *v.* Williams, 932
Goslin *v.* Corry, 86
v. Hodson, 1066
Gosman, *In re*, 338
Goss *v.* Dysant, 774
v. Goss, 221*b*
Gossett *v.* Railroad Co., 1117
Gottsberger *v.* Smith, 692*j*
Gottschalk *v.* Jungmann, 1031
Gough *v.* Farr, 637
v. State, 1247
Gould *v.* Bishop Hill Colony, 331, 420

[References are to sections]

Gould *v.* Emerson, 310*a*
v. Hudson River R. R., 6 N. Y. 522; 1182
v. Hudson R. R. R., 12 Barb. 616; 1108, 1115
v. Merrill Ry. & L. Co., 435*a*
v. Oliver, 717
v. Weed, 449
Gould Const. Co. *v.* Childers, 1367
Goulding *v.* Hewitt, 106
Gould's Mfg. Co. *v.* Cowing, 1243
Goulet *v.* Asseler, 81
Gourdier *v.* Cormack, 69, 71
v. Thorp, 1067
Gourdin *v.* Read, 1284
v. Trenholm, 807*a*
Gove *v.* Watson, 55, 494, 1261
Governor *v.* Allen, 692
v. Barr, 692*i*
v. Cobb, 692*d*
v. Pearce, 692*a*
v. Raley, 692*i*
Governor & Co. of British C. P. Manuf. *v.* Merideth, 1108
Governor of B. C. P. Mfgrs. *v.* Meredith, 1107
Govin *v.* DeMiranda, 317, 493*a*
Gowen *v.* Gerrish, 411
Gower *v.* Carter, 331
v. Saltmarsh, 407, 415
Gowland *v.* De Farria, 286
Grabenheimer *v.* Blum, 440
Grable *v.* Margrave, 352, 376, 385
Grace *v.* Dempsey, 466
v. McArthur, 1335
Grace Girdler, The, 587
Grace & Hyde Co. *v.* Strong, 584*a*, 1367
Gracy *v.* Potts, 340*b*
Grade Crossing Comrs., *In re*, 1169
Graeber *v.* Derwin, 482
Graeme *v.* Cullen, 346
Graessle *v.* Carpenter, 932, 933, 938
Graeter *v.* De Wolf, 677
Graf *v.* Law, 648
Graff *v.* Blumberg, 667
v. Illinois Steel Co., 1355
Grafton *v.* St. Paul, M. & M. R. R., 1152*a*
Grafton Bank *v.* Flanders, 819
v. White, 556
Grafton & G. R. R. *v.* Foreman, 1144
Gragg *v.* Richardson, 983
Graham *v.* Baker, 956
v. Bardin, 759
v. Bickham, 678, 679
v. Chicago, M. & S. P. Ry., 303
v. Chrystal, 309
v. Connerville *v.* N. C. J. R. R., 1174
v. Consolidated Trac. Co., 574, 1367
v. Dyer, 981
v. Eiszner, 212*b*
v. Frazier, 734
v. Fulford, 1254
v. Geneva Lake C. Mfg. Co., 1222, 1244
v. Graham, 1020
v. Hackwith, 1007
v. Jackson, 751
v. Leslie, 959, 961
v. McCoy, 622
v. McCreary, 565*a*
v. Maitland, 244, 824
v. Mattoon City Ry., 1303, 1363
v. Merchant, 324*a*
v. O'Callaghan, 531
v. Pacific R. R., 366, 387, 1326
v. Peat, 931
v. Pittsburgh & L. E. R. R., 1175
v. Plano Mfg. Co., 1230
v. Rockford, 1347
v. St. Charles St. R. R., 380
v. State, 693
v. Swigert, 688
v. Williams, 310
v. Wilson, 1052
v. Woodson, 309
Grainger *v.* Hill, 42
Grams *v.* Murphy, 680
Grand Avenue Railroad *v.* Citizens' Railroad, 1150
Grand Haven *v.* United States F. & G. Co., 692*d*
Grand Lodge *v.* Knox, 1053, 1055
Grand Lodge A. O. U. W. *v.* Cleghorn, 677
Grand Rapids *v.* Bennett, 1152*a*
Grand Rapids, City of, *v.* Bennett, 1165

[References are to sections]

Grand R. & B. C. R. R. *v.* Van Dusen, 613, 614, 636*n*
Grand Rapids & I. R. R. *v.* Heisel, 1110, 1165
v. Horn, 1148
v. Weiden, 1169
Grand Rapids Booming Co. *v.* Jarvis, 71, 1116, 1154*a*, 1157
Grand Rapids Savings Bank *v.* Warren, 301*a*
Grand Tower Co. *v.* Phillips, 246, 425, 603, 738, 739, 742, 753
Grand Trone C. E. *v.* Black, 630
Grand T. Ry. *v.* Beckett, 67*a*
v. Central Vermont Co., 340*b*, 346
v. Jennings, 67*a*, 574*a*
v. Vermont Central R. R., 311*f*
Grandin *v.* Reading, 671
Granger *v.* City of Syracuse, 1128
Granite State, The, 243*a*, 592, 595
Grannis *v.* St. Paul & Chicago Ry., 1148
Grant *v.* Astle, 1276
v. Button, 1073
v. Edwards, 311*b*
v. Egyptian, 214
v. Elliot M. F. I. Co., 725
v. Healey, 275
v. Herald Co., 368
v. King, 317, 493
v. Lawrence, 803
v. St. Louis, I. M. & S. Ry., 942
v. Willey, 639*a*
v. Wolf, 924
Grant County *v.* Lake County, 337
Grant Park *v.* Trah, 1138
Grantham *v.* Severs, 431
Grantier *v.* Austin, 975, 982
Grasselli *v.* Lowden, 418
Grasser & Brand Brewing Co. *v.* Rogers, 695*b*
Grattan *v.* Suedmeyer, 171*a*
Grau *v.* McVicker, 213
Gravel *v.* Clough, 516*b*
Gravenstine's Estate, 305
Graver *v.* Sholl, 99
Graves *v.* Baltimore & N. Y. Ry., 436
v. Barnes, 311*b*
v. Berdan, 999*c*
v. Brownson, 984
Graves *v.* Dash, 31, 700
v. Glass, 647*b*, 647*c*
v. Moore, 237, 238
v. Otis, 1108
v. Rivers, 638*b*, 639
v. Saline Co., 337, 339
v. Spier, 777
v. Waller, 19 Conn. 90; 1277
v. Waller, 4 Ky. L. Rep. 452; 345
Gray *v.* Bass, 821
v. Briscoe, 6 Bush. 687; 330
v. Briscoe, Noy, 142; 975
v. Brooklyn Union Pub. Co., 448*c*
v. Bullard, 1268
v. Case School of Applied Science, 301*c*
v. Central R. R., 157 N. Y. 483; 313
v. Central R. R., 89 Hun, 477; 312
v. Crosby, 400, 420
v. District of Columbia, 337
v. Elzroth, 449, 451
v. Granger, 1032
v. Hall, 734
v. Harris, 33
v. Henry County, 1296
v. Knoxville, 1117
v. Linton, 366, 988*a*
v. McLean, 684
v. Manhattan R. R., 1198*b*
v. Meek, 1024
v. Missouri R. P. Co., 317, 844
v. Murray, 623, 672, 817
v. New Jersey Cent. R. R., 312
v. Phillips, 577
v. Portland Bank, 519, 746
v. Rollo, 1032
v. St. Louis, I. M. & S. R. R., 852
v. St. Paul City Ry., 1367
v. Sampers, 377
v. State, 338
v. Stevens, 432*a*
v. Telegraph Co., 894
v. Van Amringe, 314
v. Waln, 841
v. Washington Water Power Co., 47, 484
v. Waterman, 125*a*, 383*a* 927
Gray Eagle, The, 587
Graybill *v.* DeYoung, 443

[References are to sections]

Graybill *v.* Warren, 301*c*
Gray-Meek P. B. Co. *v.* McNally, 1357
Grays Harbor Boom Co. *v.* Lownsdale, 253, 1161
Grays Harbor Commercial Co. *v.* Continental Nat. Bank, 819
Grayson *v.* Wilkinson, 814, 831
Greasley *v.* Higginbottom, 128
Greasly *v.* Codling, 35
Great Lakes Towing Co. *v.* Kelley, 593
Great Northern Ry. *v.* Shepherd, 873
Great W. P. Co. *v.* Tucker, 618
Great Western Ry. *v.* Ackroyd, 1172*a*
v. Miller, 380
v. Redmayne, 152, 856
Greaves *v.* Newport, 682*a*
Grebert-Borgnis *v.* Nugent, 161, 740, 742
Grecian Monarch, The, 1330
Greeley *v.* Stilson, 497
Greeley, St. L. & P. Ry. *v.* Yeager, 358
v. Yount, 293
Greely *v.* Bartlett, 834
v. Tremont Insurance Company, 717
Green *v.* Ansley, 1023
v. Batson, 1053
v. Bell, 992
v. Biddle, 906, 908, 916, 954
v. B. & L. R. R., 251*a*, 844
v. California, 1115
v. Catawba Power Co., 172*a*
v. Chicago, 1138
v. Clarke, 88
v. Craig, 347, 366, 372
v. Davies, 105
v. Eales, 991, 992
v. Eden, 999*h*
v. Edick, 83
v. Fall River, 1147
v. Farmer, 499
v. Farmers' Consol. Dairy Co., 603, 610
v. Garcia, 317
v. Gilbert, 672
v. Haley, 655*b*
v. Hudson R. R. R., 579
v. Hulett, 665
v. Irving, 979
Green *v.* McCracken 1299
v. Mann, 190, 221, 226*n*, 992
v. Middlesex R. R., 1309
v. Pennsylvania R. R., 486
v. Plank, 1293
v. Price, 418
v. Quisenberry, 685*k*
v. Shoemaker & Co., 43*h*
v. Sizer, 278
v. South Bound R. R., 1174
v. Southern C. Ry., 578
v. Southern Express Co., 1328
v. Southern Pac. Co., 578
v. Spencer, 637, 639
v. Sperry, 53
v. Stacy, 310*a*
v. Stephens, 55
v. Sun Co., 74
v. Weaver, 106
v. Williams, 183, 189, 984
v. Witte, 762
Green Bay & M. C. Co. *v.* Kaukauna W. P. Co., 941
Green-Wheeler Shoe Co. *v.* Chicago, R. I. & P. Ry., 119, 119*b*, 119*c*
Greenbaum *v.* Martinez, 229
v. Taylor, 1295
Greenberg *v.* Western Turf Ass'n., 385
Greene *v.* Allen, 1054
v. Bateman, 750
v. Creighton, 980*a*
v. Goddard, 179, 622
v. Linton, 672, 1039
v. N. Y. Central & H. R. R. R., 1195
v. Tallman, 969, 973, 979, 980*a*, 981
v. Waggoner, 227
Greeney *v.* Pa. Co., 363*a*, 364, 365, 366
Greenfield *v.* Chicago, M. & S. P. Ry., 933
Greenfield Bank *v.* Leavitt, 55, 494*c*, 519
Greenfield Savings Bank *v.* Simons, 316, 828
Greenhaw *v.* Holmes, 326
Greening *v.* Wilkinson, 508
Greenish *v.* Standard Sugar Refinery, 341
Greenleaf *v.* Cook, 1053

Greenleaf *v.* Kellogg, 345
v. McColley, 640
v. Stockton C. H. & A. Works, 411
v. Yale Lock Mfg. Co., 1222
Greenley *v.* Brooks, 769
Greenly *v.* Hopkins, 303
Greensboro *v.* McGibboney, 107*a*
Greensborough *v.* Young, 1108
Greenup *v.* Stoker, 91, 639*a*
Greenvault *v.* Davis, 964
Greenville & Columbia R. R. *v.* Partlow, 364, 373, 1148
Greenwald *v.* Ins. Co., 723*a*
Greenway *v.* Taylor County, 485, 1355
Greenwell *v.* Ross, 613, 858
Greenwood *v.* Davis, 614, 636*j*
v. The Fletcher, 589
v. Hoyt, 1012
v. King, 576
v. Pierce, 1030
Greenwood County *v.* Kansas City, etc., R. R., 1167
Greer *v.* Fontaine, 917
v. Great Northern Ry., 1357
v. Latimer, 314*b*
v. Louisville & N. R. R., 1306
v. Mayor, 317
v. New York, 72
v. Powell, 493*a*
v. Tweed, 407, 419
v. Varnell, 134
v. White, 368
Gregg *v.* Bank, 515
v. Fitzhugh, 516*c*, 745, 747
v. Baltimore, 217, 1151
v. Northern R. R., 1162
Gregg's Case, 675*c*
Gregory *v.* Brooks, 126*d*
v. Chambers, 241
v. Coleman, 1258
v. The Duke of Brunswick, 1277
v. McDowel, 738
v. New York, L. E. & W. Ry., 485
v. R. R., 580*a*
v. Sewing Mach. Co., 301
v. Slaughter, 1349, 1355
v. Spicker, 632
v. Williams, 443
v. Woodbury, 540
Gresham *v.* Taylor, 191, 937
Gress Lumber Co. *v.* Coody, 316, 319
Gressman *v.* Morning Journal Assoc., 384
Greve *v.* First Div. S. P. & P. R. R., 1175
Grey *v.* Grant, 350
Greymouth, P. E. R. & C. Co. *v.* McIvor, 67, 67*a*
Gribble *v.* Ford, 308*a*
Grice *v.* Noble, 608
v. Scarborough, 970, 976, 978
Grider *v.* Tally, 692*g*
Gridley *v.* Capen, 794
Grier *v.* Ward, 226*c*, 384
v. St. Louis, M. B. T. R. R., 119
Griesheimer *v.* Botham, 987
Grieve *v.* North Jersey St. Ry., 1367
Griffen *v.* Sprague Electric Co., 607
Griffey *v.* Kennard, 908
Griffin *v.* Bonham, 311*b*
v. Brown, 241
v. Colver, 30, 145, 171*b*, 176, 190
v. Gorman, 819
v. Levee Com., 692*f*
v. Martel, 1296, 1298
v. Miner, 659
v. Ogletree, 614
v. Pennsylvania S. V. R. R., 1149
v. Regan, 922
v. Reynolds, 975
v. Roanoke R. & L. Co., 439*d*
v. Shreveport, etc., R. R., 1123
v. Southern Ry., 366
v. Underwood, 692*i*
Griffing Bros. Co. *v.* Winfield, 87, 620, 636*g*
Griffith *v.* Baltimore, etc., R. R., 335
v. Burden, 257
v. Missouri Pac. R. R., 1348
Griffiths *v.* Perry, 628
Griggs *v.* Day, 136 N. Y. 152; 256
v. Day, 158 N. Y. 1; 107*a*, 511, 512
v. Detroit & M. R. R., 973
v. Ganford, 312
v. Griggs, 303
Grigsby *v.* Day, 256
Grill *v.* General I. S. C. Co., 368
Grimes *v.* Blake, 345
v. Bowerman, 467

[References are to sections]

Grimes *v.* Hagood, 304
v. Reese, 1070
v. Watkins, 317
v. Wilson, 908
Grimested *v.* Lofgren, 383*b*
Grimmelman *v.* Union Pac. R. R., 580*a*
Grimshaw *v.* Bender, 700
Grindle *v.* Eastern Express Co., 168, 212, 623, 817, 856*a*
Grinnell *v.* Western U. T. Co., 875, 876
v. Wells, 471
Gripton *v.* Thompson, 377*a*
Grisell *v.* Noel Brothers Flour Feed Co., 673*d*
Griser *v.* Schoenborn, 385
Grisham *v.* Bodman, 55, 565*a*
Grissler *v.* Powers, 777
Grissom *v.* Sorrell, 1027
v. Hofius, 1364
Grist *v.* Hodges, 956, 1258
Griswold *v.* Chandler, 692*i*
v. Haven, 493
v. New York C. & H. R. R. R., 172
v. New York I. Co., 710
v. Sabin, 1023
v. St. Louis, etc., R. R., 1110
v. Union Mut. Ins. Co., 714
Griveaud *v.* St. Louis Cable & W. Ry., 482
Groat *v.* Gillespie, 682
v. United Ry., 1270*a*
Groesbeck *v.* Harris, 973
Groff *v.* Philadelphia, 1120
Grommes *v.* St. Paul Trust Co., 999*a*
Gronan *v.* Kukkuck, 47, 487*a*, 1270
Groover *v.* Warfield, 76, 753
Grosbeck *v.* Harris, 981
Grose *v.* Hennessey, 762, 774
Grosjean *v.* Galloway, 1027
Gross *v.* Davis, 807, 807*b*, 808
v. Hays, 370
v. Heckert, 984, 984*a*
v. Hochstim, 641
v. Kierski, 774
Grossman *v.* R. R., 1117
Grosvernor *v.* Cook, 678
v. Ellis, 319
Grotenkemper *v.* Harris, 579
Grotton *v.* Glidden, 487
Grout *v.* Cooper, 914
Grout *v.* Townsend, 964
Grove *v.* Bush, 685*g*
v. Wallace, 685*l*
v. Yonell, 988
Grover & B. S. M. Co. *v.* Bulkley, 664
Groves *v.* Sentell, 341
Growbarger *v.* United States F. & G. Co., 681*a*, 692*i*
Grubb *v.* Burford, 996
Grubbi *v.* Grubbi, 305
Grubbs *v.* Pence, 638, 638*b*
v. N. S. Home Ins. Co., 722
Gruber *v.* Baker, 439*a*
Grugan *v.* Philadelphia, 1150, 1168
Gruman *v.* Smith, 228*e*, 512, 828
Grund *v.* Pendergast, 842
v. Tucker, 334
v. Van Vleck, 378,
Grundy *v.* Grundy, 301*b*
v. Young, 685*g*
Guadelupo y Calvo Mining Co. *v.* Beatty 673*c*
Guarantee Co. *v.* Mechanics' Savings Bank & Trust Co., 301
Guarantee T. & S. D. Co. *v.* E. C. Drew Inv. Co., 934
v. Holsell, 933, 934
Gubbitosi *v.* Rothschild, 1372
Guengerech *v.* Smith, 34 Ia. 348; 385
v. Smith, 36 Ia. 587; 386
Guenther *v.* Taylor, 734, 742*a*
Guerard *v.* Rivers, 959
Guernsey *v.* Carver, 636*g*
v. Phinizy, 334
v. Shellman, 234
Guerry *v.* Kerton, 1330
Guess *v.* Stone Mountain Granite Co., 1123
Guest *v.* Macpherson, 359, 377, 386
Guetzkow *v.* Andrews, 740, 770
Guice *v.* Crenshaw, 734
v. Harvey, 444
Guignon *v.* First Nat. Bank, 311*f*
Guild *v.* Guild, 229
Guildford *v.* Anglo-French S. S. Co., 370
v. Cornell, 685*j*
Guille *v.* Swan, 128
Guillou *v.* Farnshaw, 753, 755
Guin *v.* Moultrie, 1138

[References are to sections]

Guinn *v.* Iowa & S. L. Ry., 331*a*
v. Ohio River R. R., 1144
v. Phœnix Ins. Co., 722
Guinotte *v.* Chouteau, 964
Guiteman *v.* Davis, 275
Guiterman *v.* Liverpool, N. Y. & P. S. S. Co., 852, 1298
Gulf, C. & S. F. Ry. *v.* Bagby, 214*a*
v. Barber, 162
v. Beall, 570
v. Booth, 171*a*
v. Boyce, 1367
v. Brown, 1354
v. Butler, 854
v. Calhoun, 316
v. Campbell, 229
v. Carter, 937
v. Chinski, 856
v. Clark, 70
v. Compton, 75 Tex. 667; 581
v. Compton, 38 S. W. 220; 856*a*
v. Coulter, 852
v. Craft, 171, 1261, 1265
v. Cusenberry, 86 Tex. 525; 75
v. Cusenberry, 5 Tex. Civ. App. 114; 937*a*
v. Delancy, 1367
v. Dorsey, 1349
v. Dunham, 221
v. Dunlap, 316, 317
v. Dunman, 1012*a*
v. Duvall, 1367
v. Eddins, 846
v. Evansich, 486*b*
v. Finley, 573*a*, 577, 578
v. Fuller, 1143
v. Gilbert, 854
v. Gillespie, 852
v. Graves, 316
v. Gray, 324*a*
v. Grisom, 86*c*
v. Haskell, 937, 942
v. Hartley, 88
v. Hayter, 43*h*
v. Helsley, 942, 947
v. Hepner, 95
v. Hodge, 161, 843*a*
v. Holliday, 318
v. Hume, 843*a*, 852
v. Humphries, 324*a*
Gulf, C. & S. F. Ry. *v.* Jackson, 667, 675
v. Jagoe, 317, 318, 937*a*
v. Johnson, 54 Fed. 474; 316
v. Johnson, 10 Tex. Civ. App. 254; 1306, 1367
v. Keith, 432*a*, 438
v. Levy, 45*a*, 894, 896
v. Loonie, 881, 882, 895
v. Luther, 43*j*, 1342
v. Lyons, 1151
v. McCarty, 316, 856
v. McCormick, 865
v. McFadden, 380*a*
v. McGowan, 937
v. McMannewitz, 223
v. McMurrough, 75, 214*c*, 220, 938
v. Mangham, 1306
v. Martin, 843
v. Matthews, 937*a*
v. Milan, 1167
v. Moore, 28 Tex. Civ. App. 603; 1307
v. Moore, 39 S. W. 987; 1342
v. Nelson, 856*a*
v. Nicholson, 937
v. Overton, 42, 43*g*, 860
v. Patterson, 1297
v. Pettit, 854
v. Pool, 937
v. Reed, 225, 948
v. Reggan, 937*a*
v. Richards, 948, 1165*c*
v. Royall, 1367
v. Sain, 1342
v. St. John, 1342
v. Sauter, 43*k*, 1355
v. Simonton, 201
v. Southwick, 573, 578
v. Stanley, 852
v. Trott, 43*f*
v. Wards, 412
v. Warner, 1356
v. Wedel, 318
v. Wilson, 876
v. Younger, 580, 583
Gulf Stream, The, 588
Gulf, C. & L. I. Ry. *v.* Nelson, 856*a*
Gulf P. L. Co. *v.* Brymer, 937, 937*a*

[References are to sections]

Gulf, W. T. & P. Ry. *v.* Holzheuser, 43*k*, 484, 485
v. Staton, 852
Guli *v.* West, 1023
Gulliver *v.* Drinkwater, 920
v. Fowler, 995
Gumb *v.* Twenty-third St. Ry., 483
Gunderson *v.* Northwestern Elevator Co., 575, 1367
Gundy *v.* Nye-Schneider-Fowler Co., 580
Gunel *v.* Cue, 789
Gunn *v.* Burghart, 244, 495
v. Head, 343
v. Howell, 341
v. Miller, 334
Gunotte *v.* Chouteau, 975
Gunter *v.* Astor, 182, 470
v. Beard, 979, 980*a*, 981
v. Cleyton, 548
Gurdon & Ft. S. Ry. *v.* Calhoun, 1358
Gurley *v.* MacLennan, 828
Gurr *v.* W. U. T. Co., 109
Gusdorff *v.* Duncan, 363*a*, 378
Gussow *v.* Beinson, 416
Gustafson *v.* Rustemeyer, 1027
v. Wind, 1263
Guston *v.* Jose, 933
Guthman *v.* Castleberry, 1057
Guthrie *v.* Pugsley, 975, 976, 981
v. Russell, 980
v. Stockton, 999*a*
v. Wickliffe, 295, 334
Gutney *v.* Grand Trunk Ry., 873
Gutschneider *v.* Pirosnick, 633*b*
Gutta Percha & R. M. Co. *v.* Benedict, 301
v. Cleburne, 762
Guttner *v.* Pacific Steam Whaling Co., 76
Gutzweiler *v.* Lachman, 911
Guy *v.* Cahley, 822
v. Doak, 531*a*
v. Franklin, 4, 334
Guyandot *v.* Ry. Co., 1149*a*, 1155
Guyer *v.* Davenport, R. I. & N. W. R. R., 1109
Guyon *v.* Serrill, 1229
Gwaltney *v.* Southern Timber Co., 69, 76, 363*a*
Gwin *v.* Barton, 692*i*
v. Breedlove, 269
Gwinn *v.* Whitaker, 334
Gwynn *v.* Citizens Tel. Co., 383*c*
Gyger *v.* Courtney, 685*j*

H

H. D. Taylor Co. *v.* Niagara Bedstead Co., 752
H. D. Wetmore & Co. *v.* Henry, 734
H. F. Dimock, The, 243, 420*a*
H. G. Holloway & Bro. *v.* White-Dunham Shoe Co., 157
H. G. Vogel Co. *v.* Lockport Glass Co., 314*b*
H. P. Phillips & Co. *v.* Pruitt, 1364
H. T. Smith Co. *v.* Minetto-Meriden Co., 617
Haag *v.* Cooley, 451
Haas *v.* Dudley, 218, 972
v. Hudmon, 734
v. Kansas City, F. S. & G. R. R., 856
v. Powers, 1337
v. St. Louis & S. F. R. R., 482*a*
Habeler *v.* Rogers, 753
Habenocht *v.* Lisak, 755
Haberman *v.* Gasser, 387
Haberzettle *v.* Trinity & B. V. Ry., 152
Hack *v.* Dady, 43*h*, 43*i*
v. Norris, 307
Hackenburg *v.* Shaw, 411
Hacker *v.* Heiney, 47, 446
v. Blake, 973
v. Johnson, 691*b*
Hackett *v.* B. C. & M. R. R., 55, 848
v. Richards, 1275
v. Smelsley, 347, 1255
v. Wisconsin Cent. Ry., 1306, 1367
Hackney *v.* Delaware & A. T. & C. Co., 574*a*
Haddane Gr. Co. *v.* Brooklyn H. R. R., 734
Hadden *v.* Metropolitan El. R. R., 1208
v. Southern Messenger Service, 154, 370
Haddock *v.* Taylor, 1028, 1030
Haden *v.* Sioux C. & P. R. R., 482, 485
v. Swepston, 681*a*

[References are to sections]

Hadley *v.* Ayers, 310
v. Baxendale, 144, 152, 1018
v. Insurance Co., 725
v. Western Union Telegraph Co., 879
Hadsell *v.* Hancock, 238
Haehl *v.* Wabash R. R., 377*a*, 380, 584
Haff *v.* Pilling, 734, 737
Haffke *v.* Coffin, 407
Hafner Mfg. Co. *v.* Lieber L. & S. Co., 734
Hagaman *v.* Moore, 1148, 1293
Hagan *v.* Providence & W. R. R., 360, 380
v. Rawle, 161
v. Riley, 86*a*, 240
Hagar *v.* England M. M. I. Co., 714, 716
v. Norton, 492*a*
Hager *v.* Blake, 330, 343
Hagerty *v.* Nashua Lock Co., 663, 673*a*
Haggan *v.* Posley, 81
Haggard *v.* Algona Ind. School Dist., 1117, 1148, 1154
Haggart *v.* Morgan, 679
Haggin *v.* Price, 615
Hagood *v.* Aikin, 334
v. Blythe, 676
Hahiat *v.* Codde, 637
Hahl *v.* Brooks, 1027
Hahn *v.* Bettingen, 81 Minn. 91; 638*c*
v. Bettingen, 84 Minn. 512; 637
v. Concordia Society, 426
v. Cotton, 99, 101
v. Cummings, 1027
v. Horstman, 186, 407, 411, 413, 419
v. St. Louis, K. C. & C. R. R., 854, 856
Haigh *v.* De la Cour, 713
Haight *v.* Hoyt, 50 Conn. 583; 1326
v. Hoyt, 19 N. Y. 464; 1027
v. McVeagh, 311
v. Pine, 301*c*
Haile *v.* Hill, 536*a*
v. Texas & P. Ry., 43*f*, 43*h*
Haine *v.* Dunlap, 109
Hainer *v.* Lee, 535
Haines *v.* Pearson, 578
v. Schultz, 353, 357, 360, 378, 380*a*
Haines *v.* Stilwell, 303
v. Tucker, 753
v. Young, 646*a*
Hair *v.* Barnes, 183
v. Little, 317, 1279
Haish *v.* Pollock, 913
Haislip *v.* Wilmington, etc., R. R., 1148, 1165*a*
Haist *v.* Bell, 618, 644
Haitt *v.* Allen, 294
Halbert *v.* State, 692*f*
Halcomb *v.* Stubblefield, 565*c*
Haldeman *v.* Berry, 1042
v. Jennings, 411
Hale *v.* Hall, 677
v. Hess, 613, 617, 636*a*
v. James, 922
v. New Orleans, 331*a*, 962
v. San Bernardino V. T. Co., 367
v. Thomas, 675*c*
v. Trout, 613, 615, 752
v. Washington Ins. Co., 718
Hales *v.* London & N. W. Ry., 152, 226*c*, 856
Halestrap *v.* Gregory, 148
Haley *v.* Dorchester M. & F. I. Co., 726
v. Mfg. F. & M. I. Co., 725
v. Solvay Process Co., 1359
Halff *v.* O'Connor, 414
Halfpenny *v.* Bell, 1031
Hall *v.* Bramell, 531*a*
v. Brooks, 549
v. Cadillac, 121*b*, 1270*a*
v. Chicago, B. & Q. Ry., 1371
v. Clark, 1053
v. Crowley, 419
v. Cushing, 692*j*
v. Dean, 967, 973
v. Deaton, 69
v. Delaplaine, 959, 1007, 1008
v. Edrington, 537
v. Farmers' & C. S. B., 302*a*
v. Gale, 970, 975
v. Galveston, H. & S. A. Ry., 573*a*
v. Germain, 1306
v. Gould, 999*f*
v. Hall, 42 Ind. 585; 807*a*, 1258
v. Hall, 8 Vt. 156; 334
v. Horton, 984, 984*a*
v. Huckins, 301

[References are to sections]

Hall *v.* Jordan, 336
v. Manson, 486
v. Middleby, 414
v. Nash, 785
v. Nix, 80*a*
v. North Pass. C. R. R., 1367
v. Northern & Southern Co., 636*d*
v. Northwest Lumber Co., 1348
v. Ocean Ins. Co., 711
v. Pierce, 753
v. Rising Sun Ins. Co., 716
v. Scott, 345
v. Smith, 689
v. South Carolina Ry., 363*a*
v. Stern, 1239
v. Stewart, 193*b*
v. Storrs, 823
v. Tillman, 110 N. C. 220; 533, 535, 536, 538
v. Tillman, 115 N. C. 500; 691*a*
v. Virginia, 302
v. Western U. T. Co., 888
v. White, 686
v. Wiles, 1227, 1229
v. York, 1011
Hall, The, 595
Hall's Appeal, 1047
Hallack *v.* Johnson, 1353
Hallack Lumber & Manuf. Co. *v.* Gray, 497*c*
Hallam *v.* Telleren, 331
v. Todhunter, 1028
Hallett *v.* Novion, 295
v. Taylor, 1012
v. Wylie, 999*c*
Halliday *v.* Holgate, 80, 259
Hallidie Mach. Co. *v.* Hayden-Cœur d'Alene Irr. Co., 1286*b*
Halligan *v.* Wade, 999*d*
Hallock *v.* Becher, 804, 806, 1261
v. Franklin County, 1160
v. Miller, 443
v. Slater, 413
Halloway *v.* Lacy, 673*f*
Hallowell *v.* Guntle, 451
Hallum *v.* Dickinson, 335
Halness *v.* Anderson, 1332, 1339
Halsey *v.* Bird, 821
v. Hurd, 734
v. Lehigh V. R. R., 74, 926
Halsey *v.* Woodruff, 1279
Halstead *v.* Nelson, 172*a*, 234, 443, 444
v. Sigler, 933
v. Vandalia R. R., 1161
Halsted *v.* Meeker, 311*b*
Halsted Lumber Co. *v.* Sutton, 734, 742
Halwerson *v.* Cole, 841
Ham *v.* Goodrich, 651
v. Hill, 789
v. Railway, 1148
v. Salem, 1161
v. Wisconsin, 1154, 1165
Hamaker *v.* Coons, 1011
v. Schroers, 407, 415
Hambleton *v.* Veere, 91, 1276, 1277
Hambly *v.* Delaware, M. & V. R. R., 615
Hambrick *v.* Wilkins, 760
Hamburg-Amer. S. Co. *v.* Baker, 1350
Hamburg Bank *v.* George, 516
Hamer *v.* Hathaway, 296, 317, 496, 517
v. Kirkwood, 293, 334
v. McFarlin, 451
v. Rigby, 330
Hamerlynck *v.* Banfield, 366
Hamill v. Foute, 834*c*
Hamill, The, 592
Hamilton *v.* Bark Kate Irving, 852
v. Cunningham, 811, 819
v. Cutts, 804, 956
v. Des Moines & K. C. Ry., 932, 933
v. Freary, 991
v. Finnegan, 753
v. Ganyard, 313*a*, 734
v. Grangers' L. & H. Ins. Co., 1042
v. Great Falls St. Ry., 1360
v. Kirby, 734
v. Lau, 79, 82
v. Legrange, 341
v. Love, 633*f*, 666
v. McPherson, 212, 227
v. Magill, 162, 770
v. Marsh, 556
v. Maxwell, 682
v. Mayor, 35
v. Moore, 425
v. N. Y. El. R. R., 1182, 1201
v. Oil Co., 999*g*

[References are to sections]

Hamilton *v.* Overton, 416
v. Phillips, 83*a*
v. Pittsburg, B. & L. E. R. R., 1163, 1166, 1169
v. Pittsburgh, C. C. & S. L. Ry., 485*a*
v. Smith, 48, 49, 458, 459
v. State, 685
v. Third Ave. R. R., 53 N. Y. 25; 383*a*, 864, 865
v. Third Avenue R. R., 35 N. Y. Super Ct. 118; 357
v. Thirston, 673*b*
v. Van Rensselear, 325
v. Ward, 556
v. Western N. C. R. R., 164, 842
v. Woodworth Ry., 486
Hamilton, The, 597*a*
Hamilton College *v.* Stewart, 606*b*
Hamilton County *v.* Rape, 1117
Hamilton Nat. Bank *v.* Halsted, 83*a*, 439*k*
Hamlett *v.* Tallman, 340*b*
Hamlin *v.* Great Northern Ry., 42, 46*a*, 862, 863
v. Race, 665
Hammacher *v.* Wilson, 1222
Hammat *v.* Russ, 927
Hammatt *v.* Emerson, 1040, 1052
Hammer *v.* Breidenbach, 413
v. Caine, 486*b*
v. Nevill, 339*a*
v. Schoenfelder, 164, 740
Hammerslough *v.* Hackett, 956, 973
v. Kansas City B. L. & S. Assoc., 237
Hammersmith & C. Ry. *v.* Brand, 1090, 1098
Hammond *v.* Beeson, 615, 647*b*
v. Bussey, 146, 156, 157, 162, 238, 773
v. Hammond, 310
v. Hannin, 1006, 1011
v. Harvard, 1123
v. Port Royal & A. Ry., 932
v. Schiff, 67*a*
v. Solliday, 101
v. Starr, 684
v. Sullivan, 363, 943
Hammond O. & D. Co. *v.* Feitel, 647*c*
Hamner *v.* Griffith, 545, 549
Hamond *v.* Holiday, 1038
Hamor *v.* Water Co., 1152
Hamory *v.* Pennsylvania, M. & S. R. R., 253
Hampton *v.* Jones, 43*g*
v. Kansas City, 1140
v. Speckenagle, 836
Hampton & B. R. R. *v.* Sizer, 235*a*, 540
Hampden Paint Co. *v.* Springfield, etc., R. R., 1151
Hampton Stave Co. *v.* Gardner, 1012
Hanauer *v.* Bartels, 317, 538
v. Woodruff, 278
Hance *v.* Burke, 55
Hanchett *v.* Gardner, 691*a*
v. Haas, 1363
Hancock *v.* Franklin Ins. Co., 269
v. Gomez, 819
v. Hazzard, 692*f*
v. Hubbell, 98, 109
v. Stephens, 451
v. Western U. T. Co., 46*a*
Hand *v.* Armstrong, 326
v. Baynes, 844
v. Church, 314
Handforth *v.* Maynard, 936
Handley *v.* Chambers, 295, 1010
Handy *v.* Draper, 301*a*
v. Johnson, 42
Haney *v.* New York, 1348
v. Garton, 915
v. Gulf, C. & S. F. R. R., 1123
v. Marshall, 1018
v. Pinckney, 1306
Hanford *v.* Howard, 325
Hankey *v.* Philadelphia Co., 1142
Hankins *v.* Majors, 1028
Hanley *v.* Crowe, 302a
v. Sutherland, 1272
Hanlon *v.* Missouri Pac. Ry., 1353
Hanly *v.* Davis, 497*f*
Hanmer *v.* Wilsey, 53, 55
Hanna *v.* Harter, 738
v. International Petroleum Co., 681*a*
v. Mills, 622*b*, 756
v. Phillips, 908
v. Sweeney, 359
Hannan *v.* Connett, 493*a*, 495

[References are to sections]

Hanners *v.* McClelland, 451
Hannibal & S. J. R. R. *v.* Martin, 47
v. Swift, 873
Hannibal Bridge Co. *v.* Schaubacher, 1168
Hannon *v.* O'Dell, 691*b*
Hano *v.* Simons, 762
Hanover F. I. Co. *v.* Brown, 725
v. Lewis, 23 Fla. 193; 1272
v. Lewis, 27 Fla. 219; 724
v. Lewis, 28 Fla. 209; 302
Hanover Nat. Bank *v.* American D. & T. Co., 76, 531*a*
Hanover R. R. *v.* Coyle, 180, 482*a*
Hanover W. Co. *v.* Ashland I. Co., 947
Hanrahan *v.* Fox, 1167
Hansard *v.* Menderson Clothing Co., 667
Hansbrough *v.* Peck, 414, 659
Hanse *v.* New Orleans M. & F. I. Co., 717
Hansell *v.* Erickson, 673*f*
Hanselman *v.* Kegel, 535
Hansen *v.* Gaar, 762
Hansford *v.* Payne, 570*b*
Hansley *v.* Jamesville & W. R. R., 859
Hanson *v.* Buckner, 965
v. European & N. A. R. R., 380, 1328
v. Fowle, 41, 47, 226*f*, 481
v. Johnson, 1339
v. Lawson, 1297
v. Urbana & C. E. S. Ry., 489, 1370
Hanson & Parker *v.* Wittenberg, 162
Hanson H. Keyes, The, 587, 588
Hanuu *v.* Williams, 665, 673*f*
Hany *v.* Great N. Ry., 868
Happy *v.* Prichard, 482, 483, 484
v. Prickett, 308*a*
Haralson *v.* Walker, 684
Harbison *v.* Vaughan, 334
Harbor Trustees *v.* Oswald, 1093
Hard *v.* Palmer, 302*a*
Hardaway-Wright Co. *v.* Bradley Bros., 647*b*
Hardee *v.* Howard, 407
Hardeman *v.* Turner, 909*a*
v. Williams, 1369
Harder *v.* Harder, 950
Hardie-Tynes Mfg. Co. *v.* Eastern C. O. Co., 762
Hardie-Tynes F. & M. Co. *v.* Glen Allen Oil Mill, 419
Hardiman *v.* Mayor, 655*b*
Hardin *v.* Carrico, 692*a*
v. Funk, 1148
v. Kennedy, 125*a*
v. Newell, 620
Harding *v.* Carter, 259, 817
v. Cowing, 270
v. Larkin, 238, 959, 981, 982, 983
v. New York, L. E. & W. R. R., 481
v. Townshend, 67*a*
Hardwood Lumber Co. *v.* Adams, 226, 734
Hardy *v.* Bern, 675*d*
v. Chicago, R. I. & P. Ry., 1359
v. Lancashire Ins. Co., 301
v. Nelson, 962, 982
v. Thomas, 1279
v. United States, 612
Hare *v.* Bedell, 1023
v. Fury, 913, 914
v. Grant, 802
v. Marsh, 385
v. Parkersburg, 752*a*
Harger *v.* Edmonds, 1043, 1293
v. Jenkins, 667
v. McMains, 374
Hargis *v.* Mayes, 688*a*
Hargous *v.* Ablon, 763
v. Lahens, 705
Hargrave *v.* Creighton, 275
Hargreaves *v.* Kimberly, 93, 1293
Hariston *v.* Sale, 674
Harker *v.* Burlington, C. R. & N. Ry., 1354
v. Dement, 76
Harkins *v.* Pullman P. C. Co., 574*a*
Harlan *v.* Brown, 256
v. Ely, 823
Harlan County *v.* Hogsett, 1151
Harless *v.* Southwest Mo. Electric Ry., 43*j*
Harley *v.* Stapleton, 807
Harlow *v.* Marquette, H. & O. R. R., 1109
v. Thomas, 967, 970, 975, 979

Harman *v.* Bannon, 1061
v. Cundiff, 360, 364, 377, 385, 445
v. Harman, 917
v. Sanderson, 1060
Harmon *v.* Callahan, 226*m*
v. Collins, 689*a*
v. Harmon, 377, 1305
v. Goodrich, 78, 529
v. L. N. O. & T. R. R., 95
v. Old Colony R. R., 486
v. Omaha, 1123
Harmont *v.* Sullivan, 999*b*
Harmony *v.* Bingham, 419
Harness *v.* Steele, 462
Harnish *v.* Miles, 330
Harper *v.* Black Diamond Coal Co., 1326
v. Columbus Factory, 1061
v. Detroit, 95, 1109
v. Dotson, 774, 1060
v. Ely, 301, 346
v. Lenoir, 1172*a*
v. Miller, 163
v. Ray, 674
Harper Furniture Co. *v.* Southern Express Co., 165
Harr *v.* Ward, 459
Harralson *v.* Stein, 734, 1059
Harrell *v.* Hill, 1128
Harrelson *v.* W. U. T. Co., 894*d*
Harreson *v.* Ely, 372
Harries *v.* Edmonds, 858
Harriman *v.* New Nonpareil Co., 1293
Harrington *v.* Bean, 962, 970
v. County Commissioners, 1160
v. Fall River Iron Works, 655*c*
v. Gies, 667
v. Glenn, 334
v. Hoggart, 311*e*
v. Lee, 1050
v. Murphy, 968, 973, 980*a*
v. Snyder, 1063
v. Stratton, 1040, 1050
v. Stromberg-Mullins Co., 1257
v. Witherow, 1272
Harrington-Wiard Co. *v.* Blomstrom Mfg. Co., 608
Harriott *v.* Plimpton, 130
Harris *v.* Clap, 301, 678
v. Cleghorn, 988*a*
Harris *v.* Columbia & L. Co., 164, 742
v. Delaware, L. & W. R. R., 506*a*
v. Eagle Fire Co., 710
v. Eldred, 58, 493*a*
v. Fargo, 157
v. Faris-Kesl Const. Co., 613
v. Gaspee F. & M. Co., 725
v. Goslin, 999*h*
v. Grant, 497*f*
v. Great Western Ry., 851
v. Harris, 651
v. Jaffray, 1259
v. Jex, 340*b*
v. Kerr, 109
v. Louisville, N. O. & T. Ry., 1325
v. Mercur, 304
v. Miller, 416
v. Murfee, 549, 692*i*
v. Newell, 962
v. Packwood, 851
v. Panama Railroad, 58 N. Y. 660; 246
v. Panama R. R., 5 Bosw. 312; 846
v. Philadelphia, 1171
v. Puget Sound El. Ry., 1367
v. Rand, 841
v. Rodgers, 734, 737
v. Rupel, 1328
v. Scher, 1371
v. Schuylkill E. S. R. R., 1142, 1163, 1171
v. Smith, 535, 540
v. Snyder, 414
v. Theus, 426
v. Tumbridge, 828
v. Western Union Telegraph Co., 876
v. Zanone, 377
Harris, *In re*, 598
Harris' Appeal, 257
Harris County *v.* Donaldson, 419
Harris Lumber Co. *v.* Morris, 368
Harris Manuf. Co. *v.* Marsh, 753
Harrisburg *v.* Crangle, 1154*a*
Harrisburg, The, 570, 599
Harrisburg, C. & C. T. R. R. *v.* Cumberland County, 1171*d*
Harrisburg E. L. Co. *v.* Goodman, 535
Harrisburg S. & L. Assoc. *v.* United States F. & G. Co., 692*a*

[References are to sections]

Harrison *v.* Adamson, 932
v. Allen, 1325
v. Argyle Co., 1257
v. Berkeley, 1255
v. Brega, 66, 818*b*
v. Chappell, 536
v. Charlton, 516*b*, 631*a*
v. Clarke, 610
v. Ely, 357, 360
v. Glover, 1299
v. Handley, 310
v. Harrison, 508, 745
v. Ilgner, 539
v. Iowa, etc., R. R., 1165*b*
v. Kiser, 932
v. McGehee, 495
v. Missouri P. Ry., 435
v. Pennsylvania Co., 865
v. Perea, 303
v. Redden, 170
v. Sutter St. R. R., 574*a*, 1367
v. Swift, 637*a*
v. Weir, 212
v. Western U. T. Co., 366
v. Wright, 678, 679
v. Young, 1171*a*
Harrison Co. *v.* Byrne, 655
Harrison Wire Co. *v.* Hall & W. H. Co., 734, 735*a*
Harriss *v.* Sneeden, 109
Harrod *v.* Bisson, 47
Harrodsburg Water Co. *v.* Harrodsburg, 312
Harrow *v.* Ryan, 691*a*
Harrow School *v.* Alderton, 100, 950
Harrow Spring Co. *v.* Whipple Harrow Co., 742
Hart *v.* Blake, 55
v. Blum, 494*c*
v. Brand, 340
v. Brown, 930*a*
v. Cascade Timber Co., 1348
v. Charlotte, C. & A. R. R., 368, 380, 483
v. Chicago & N. W. Ry., 933
v. Direct U. S. C. Co., 897
v. Dorman, 339*a*
v. Evans, 1261
v. Georgia R. R., 170
v. Metropolitan St. Ry., 1270
Hart *v.* Miller, 228*g*
v. National M. A. Assoc., 732
v. Pennsylvania R. R., 851
v. Skinner, 494*b*
v. Spalding, 844
v. Tobias, 531*a*
v. Wabash S. R. R., 95
v. Western U. T. Co., 891
Harten *v.* Loeffler, 1012
Harter *v.* Whitebread, 448
Hartford *v.* Franey, 692*e*
Hartford, The, *v.* Rideout, 588
Hartford & Salisbury Ore Co. *v.* Miller, 966, 977
Hartford Deposit Co. *v.* Calkins, 214*b*
Hartford F. I. Co. *v.* Cannon, 722
v. Landfare, 724
v. Peebles Hotel Co., 723
Hartford I. M. Co. *v.* Cambria Min. Co., 935
Hartford Ins. Co. *v.* Haas, 725
Hartford L. I. Co. *v.* Hope, 386
Hartford Mill Co. *v.* Hartford T. W. Co., 644
Hartland *v.* General Exchange Bank, 207, 666, 834*c*
Hartley *v.* Herring, 443
Hartley State Bank *v.* McCorkell, 537
Hartman *v.* Dobar, 1299
v. Morning Journal Assoc., 1335
v. Pittsburgh Incline Co., 171*a*
v. Rogers, 671, 674
v. Tully P. L. Co., 924, 924*a*
Hartman's Estate, *In re*, 312
Hartmann *v.* Burtis, 682*a*
v. Hoffman, 682
Hartnett *v.* Baker, 618
Hartpence *v.* Rodgers, 480*a*, 1338
Harts *v.* Wendell, 689*a*, 691*a*
Hartsell *v.* Masterson, 667
Hartshorn *v.* Burlington, C. R. & N. R. R., 331*a*, 1148, 1154
v. Byrne, 311
v. Chaddock, 932, 939
v. Cleveland, 979, 980
v. Worcester, 1119
Hartsock *v.* Mort, 1007
Hartwell *v.* Young, 673*b*
Hartz *v.* St. Paul & S. C. R. R., 924, 924*a*, 947

[References are to sections]

Hartzell *v.* Crumb, 1012
Harvard *v.* Crouch, 1141
Harvery *v.* Terre H. & I. R. R., 851
Harvey *v.* Baldwin, 695
v. Connecticut & P. R. R. R., 162, 842, 843
v. Detroit F. & M. I. Co., 711
v. Georgia, S. & F. R. R., 65
v. Grand Trunk Ry., 842
v. Hamilton, 312
v. Lackawanna, etc., R. R., 1142
v. Mason, C. & F. D. R. R., 95, 99, 109
v. Morse, 497*b*
v. News Pub. Co., 1347
v. Sides, 932
v. Snow, 902
v. Thomas, 930
v. Turner, 820
v. United States, 610, 614
Harwood *v.* Bloomington, 1138
v. Lee, 109, 968
v. Tappan, 645
Hasbrouck *v.* Tappen, 400, 417
v. Winkler, 83
Hase *v.* Seattle, 1360
Haselmeyer *v.* McLellan, 1328, 1330
Haskell *v.* Bartlett, 331*a*
v. Brown, 1070
v. Hunter, 734
v. McHenry, 753
v. Mitchell, 1296
Haskell County Bank *v.* Bank of Santa Fe, 88
Haskins *v.* Rhode Island Co., 1347
v. Scott, 618
Haslam *v.* Galena & S. W. R. R., 1149
Hass *v.* Chicago, M. & S. P. Ry., 1367
Hassam *v.* Safford, 934
Hassard-Short *v.* Hardison, 734
Hasselbusch *v.* Mohmking, 974
Hassell *v.* Long, 692*d*
v. Nutt, 669
Hastay *v.* Bonness, 504, 934
Hastie *v.* De Peyster, 304
Hastings *v.* Chicago, R. I. & P. Ry., 942
v. Cruncklcton, 950
v. Johnson, 334
v. Stetson, 47, 450
Hastings *v.* Westchester Fire Ins. Co., 302
v. Wiswall, 343, 345
v. Farmers' & M. B., 305
Hatch *v.* Cincinnati, etc., R. R., 1155, 1166
v. Fuller, 47, 86*c*, 473
v. Luckman, 937
v. Vt. Central R. R., 35, 1108, 1115
Hatchell *v.* Kimbrough, 135, 927
Hatcher *v.* Andres, 973
v. Kelly, 343
Hatcher *v.* Pelham, 493
Hatchett *v.* Gibson, 1066
Hatfield *v.* Central R. R., 42, 947, 948, 1195
v. Holloway, 1286*b*
v. Lasher, 448*d*
v. St. Paul & D. R. R., 1309
Hathaway *v.* Lynn, 411
v. Osborne, 121*d*
Hatheway *v.* Cliff, 687
v. F. R. Nat. Bank, 80
Hathorne *v* Stinson, 99
Hatry *v.* Painesville, etc., R. R., 1154*c*
Hatt *v.* Evening News Assoc., 377
Hatterman *v.* Thompson, 294
Hattin *v.* Chapman, 637, 639
Haubner *v.* Milwaukee, 1110
Haufler *v.* Public Service Ry., 121*b*
Hauk *v.* Brownell, 777
Hauptman *v.* Catlin, 650
Hauralian *v.* Mayor of Baltimore, 932
Hauxhurst *v.* Hovey, 301, 305
Havana, R. & E. R. R. *v.* Walsh, 1328
Havemeyer *v.* Cunningham, 222, 741
Havemeyer *v.* Havemeyer, 43 N. Y. Super. Ct. 506; 632
v. Havemeyer, 45 N. Y. Super. Ct. 564; 200
v. Paul, 331
Haven *v.* Beidler Mfg. Co., 109
v. Foster, 306
v. Grand Junction R. R., 301*b*, 304
v. Wakefield, 167, 645, 984, 984*a*
Haverner, The, 594
Havens *v.* Hartford & N. H. R. R. R., 107*a*, 1272
v. Lathene, 692*f*

[References are to sections]

Haverly *v.* Elliott, 559*b*, 691*d*
v. R. R., 111*d*
Haverstick *v.* Erie Gas Co., 229
Havilah, The, 589, 592
Haviland *v.* Chase, 358
v. Parker, 226*c*, 435, 435*a*
Hawes *v.* Knowles, 41, 358
v. O'Rielly, 482
v. Woolcock, 273
Hawk *v.* American News Co., 448*a*
v. Anderson, 1258
v. Pine L. Co., 614
v. Ridgway, 42, 387
Hawkins *v.* Citizens' Investment Co., 302
v. Coulthurst, 603, 623
v. Deitz, 212*b*
v. Front St. Cable Ry., 44, 486
v. Gilbert, 656, 659
v. Globe Printing Co., 448*d*
v. Hersey, 497*g*
v. Hoffman, 873
v. Kansas City H. P. B. Co., 493*a*
v. Kemp, 1023
v. King, 909*a*
v. L., etc., Assoc., 339*a*
v. Merritt, 1007, 1012*a*
v. Minor, 305, 340*c*
v. Mitchell, 338
v. Potter, 979
v. Ridenhour, 334
v. Seiet, 349
Hawkinson *v.* Olson, 704
Hawley *v.* Barker, 335
v. Belden, 618
v. Corey, 607
v. Dawson, 312
v. Forsheim, 645
v. Tesch, 341
v. Warner, 78, 691*a*, 691*b*
Hawman *v.* McLean, 1027
Hawn *v.* Banghart, 50, 477
Haws *v.* Stanford, 449
Hawthorne *v.* McArthur, 685*d*
v. Siegel, 71, 127*a*, 189, 226*g*, 927, 990*b*, 1304
Hawyer *v.* Bell, 254*a*
Hay *v.* Cohoes Co., 33, 1111
v. Commonwealth, 1151
v. LeNeve, 588
Hay *v.* Reid, 448*c*
v. Short, 1049
v. Williams, 742*a*
Haycraft *v.* Creasy, 100
Haycroft *v.* Walden, 768
Hayden *v.* Albee, 86*a*
v. Anderson, 77, 531*a*, 691*b*
v. Bartlett, 317, 493
v. Demets, 753
v. Florence Sewing Machine Co., 188, 1330
v. Hefferan, 334
v. Madison, 656
Hayes *v.* Atlanta, 1169
v. Chicago, M. & S. P. Ry., 64 Ia. 753; 331*a*
v. Chicago, M. & St. P. Ry., 131 Wis. 399; 1367
v. Cooley, 119, 151
v. Gross, 655*c*
v. Massachusetts L. I. Co., 257, 259
v. Moynihan, 991
v. O'Reilly, 483
v. Ottawa, Oswego & F. R. V. R. R., 1130
v. Phelan, 1248
v. Porter, 543
v. Seaver, 802
v. Sease, 487*a*
v. Tibbits, 448*d*
v. Wabash R. R., 169*a*
v. Wells, Fargo & Co., 844
Haymond *v.* Saucer, 640*a*
Hayner *v.* Cowden, 360, 384*a*, 385, 445
Haynes *v.* Connelly, 107*a*
v. Duluth, 1148
v. Harper, 1052
v. Knowles, 467
v. Leland, 448*d*
v. Maine Cent. R. R., 1359
v. Sinclair, 472
v. Stevens, 982, 983
v. Tenney, 567, 684
v. Waterville & O. St. Ry., 485, 1306
v. Worthington, 999*e*
Hays *v.* Askew, 363
v. Borders, 469
v. Creary, 47, 461, 462
v. Crist, 937

[References are to sections]

Hays *v.* H. G. N. R. R., 380
v. Riddle, 76, 78
v. South Easton, 1142
v. Wilkinsburg & E. P. S. Ry., 619
v. Williams, 311
v. Wilstach, 688*a*
v. Windsor, 540
Haysler *v.* Owen, 644, 657, 1066, 1067
Hayter *v.* Moat, 1277
Haythorn *v.* Lawson, 443
Hayward *v.* Cain, 67*a*, 345
v. Ellis, 311*d*
v. Leonard, 650, 657
v. Newton, 1368
Haywood *v.* Dering Coal Co., 1347
v. Foster, 448*c*
v. Hamm, 378
Hayworth *v.* Haldeman, 667
Haxton *v.* Kansas City, 86*c*
Hazard *v.* Durant, 311*a*, 311*b*
v. Israel, 351, 378
v. New England M. I. Co., 718
Hazard Powder Co. *v.* Volger, 486*a*
Hazelet *v.* Holt County, 305
Hazelett *v.* Woodruff, 982, 983
Hazelrig *v.* Hutson, 1016
Hazeltine *v.* Mosher, 934*a*
Hazelton *v.* Carolus, 257
v. Valentine, 796
Hazen *v.* Casey, 85*c*
v. Lyndonville Bank, 1256*d*
Hazelton *v.* Week, 363, 929*a*
Hazlip *v.* Austill, 647*c*
Hazzard *v.* Duke, 294
Head *v.* Georgia P. Ry., 46, 47, 865
v. Green, 776
v. Levy, 103
v. Porter, 1230*a*
Heald *v.* Hendy, 310
Healdsburg *v.* Mulligan, 692*f*
Healey *v.* Ballentine, 486
Healy *v.* Fallon, 314*b*
v. Hoy, 1367
v. Hutchinson, 497*b*, 567, 684
v. Newton, 688
v. Protection M. F. I. Co., 334
Heard *v.* Bowers, 413
v. Hicks, 691*c*
v. Holman, 196, 592, 593
v. James, 503, 534
Heard *v.* Lodge, 802
v. Middlesex Canal, 1147
Hearne *v.* De Young, 382
v. Keath, 807*a*
Hearn *v.* McDonald, 935*a*
Heartt *v.* Kruger, 822
v. Rhodes, 339*a*
Heartz *v.* Klinkhammer, 363*a*
Heaston *v.* Colgrove, 1046
Heater *v.* Pearce, 109
v. R. R., 486*c*
Heath *v.* Gay, 302*a*
v. Haile, 73
v. Lent, 565*d*, 682
v. Postal T. C. Co., 208*a*
v. Wells, 962
Heaton *v.* Timmons, 975
v. Wright, 451
Heaton B. F. Co. *v.* Macdonald, 1237
Heatwole *v.* Gorrell, 413, 415
Heaver *v.* Lanahan, 636*c*
Heavilon *v.* Kramer, 205
Hebb *v.* Welch, 643
Hebe, The, 597*a*
Hebert *v.* Kingston Lumber Co., 1356
v. Weil, 419
Hebner *v.* Sun Ins. Co., 712*a*
Hecht *v.* Brandus, 667
v. Harrison, 109
v. Metzler, 53, 1027
Heck *v.* Bulkley, 685*i*
v. International S. P. Co., 1354
v. Shener, 1031
Heckmann *v.* Pinkney, 425
Heckscher *v.* M'Crea, 211, 858, 1024, 1034
Hecla Powder Co. *v.* Sigua Iron Co., 148
Hedden *v.* Griffin, 439*c*
Heddles *v.* Chicago & N. W. Ry., 47, 484, 1356
Hedger *v.* Union Ins. Co., 722
Hedges *v.* Metropolitan St. Ry., 1347
v. West Shore R. R., 1151, 1152
Hedin *v.* Minneapolis, M. & S. Inst., 440
Heer *v.* Warren-Scharf Asphalt Paving Co., 181, 1355
Heermance *v.* James, 48
Hefferlin *v.* Karlman, 310
Heffron *v.* Brown, 671

[References are to sections]

Heffron *v.* Gage, 334
Hefley *v.* Baker, 361, 364, 365, 368, 373
Hefford *v.* Alger, 678
Hefner *v.* Hesse, 685*g*
Hege *v.* Newsom, 762
Heger *v.* De Groat, 307, 919, 920
Heiberger *v.* Missouri & Kansas Tel. Co., 1347
Heidelbaugh *v.* People's Ry., 483, 484, 485
Heidenheimer *v.* Ellis, 295, 308
Heidiman-Benoist Saddlery Co. *v.* Schott, 531
Heidt *v.* Minor, 692*a*, 692*g*
Heilbron *v.* St. Louis S. W. Ry., 95, 924*a*, 1123
Heilbroner *v.* Douglass, 516*c*
v. Hancock, 222, 858
Heilmen *v.* Pruyn, 768
Heim *v.* Wolf, 667
Heiman *v.* Schroeder, 302
Heimburg *v.* Ismay, 1011
Heimsworth *v.* Anderson, 226*f*
Heine *v.* Meyer, 655*c*
Heinel *v.* People's Ry., 482, 484, 485
Heinemann *v.* Heard, 740, 825
Heines *v.* Kiehl, 762
Heinmuller *v.* Abbott, 495
Heinrich *v.* St. Louis, 1149
Heintz *v.* Caldwell, 484
Heinz *v.* Brooklyn Heights R. R., 1367
v. Roberts, 426
Heirn *v.* M'Caughan, 372, 862, 868
Heiser *v.* Mears, 636*c*, 758
v. Loomis, 1269
Heisler *v.* Heisler, 1338
Heiss *v.* Milwaukee & L. W. R. R., 1115
Heissler *v.* Stose, 307
Helberg *v.* Nichol, 824*a*
Helbling *v.* Allegheny Cemetery Co., 942
Helburn *v.* Mofford, 999*c*
Helena *v.* Brule, 685, 685*j*
Helena Gas Co. *v.* Rodgers, 573*a*
Helfrich *v.* Meyer, 682*a*, 683
Helland *v.* Bridenstine, 358
Hellen *v.* Ardley, 678
v. Metropolitan R. R., 334
Heller *v.* Alvarado, 332
v. Meis, 695
Hellman *v.* Merz, 302*a*
v. Spielman, 548
Helm *v.* Anchor F. I. Co., 1326
v. Gridley, 556
Helmer *v.* Colorado, S. N. O. & P. R. R., 1123
Helmkampf *v.* Wood, 685*j*, 685*n*
Helms *v.* Western U. T. Co., 894*c*
Helton *v.* Alabama Midland R. R., 485*a*
v. Asher, 970
Helvenstein *v.* Higgason, 973
Heman *v.* Compton Hill Imp. Co., 660, 662
Hemenway *v.* Washington W. P. Co., 1353
Hemmenway *v.* Fisher, 597*a*, 598
Hemminger *v.* Western Assur. Co., 655*b*
Hemmingway Manuf. Co. *v.* Council Bluffs Canning Co., 752
Hempstead *v.* Des Moines, 52 Ia. 303; 1112*a*
v. Des Moines, 63 Ia. 36; 95
v. New York C. R. R., 846
Hempsted *v.* Cargill, 1151
Hencke *v.* Johnson, 973
Henckler *v.* County Court, 692*i*
Henckley *v.* Hendrickson, 750
Henderhen *v.* Cook, 673*a*
Henderson *v.* Bank of Hamilton, 153*a*
v. Cansler, 410
v. Chaires, 921
v. Chicago, R. I. & P. Ry., 1334
v. Clayton, 1347
v. Coleman, 927, 930
v. Coover, 692*k*
v. Davenport, 901
v. Davis, 310
v. Desham, 326
v. Fox, 447, 1327
v. Hamilton, 345
v. Henderson, 979
v. Hollind, 515
v. Jennings, 750
v. Laurens, 345
v. Lexington, 1149, 1169
v. McClain, 1123, 1138*a*
v. McGuder, 1337
v. McReynolds, 1369, 1370
v. Maid of Orleans, 852

[References are to sections]

Henderson *v.* Minneapolis, 1108
v. Murphree, 415
v. Nichols, 408
v. New York C. R. R., 95, 1146, 1154, 1185, 1190
v. O'Haloran, 120
v. Reeves, 695*a*
v. Sevey, 240
v. Squire, 240, 999*j*
v. Stiles, 674
v. Sun M. I. Co., 723
v. Weidman, 436
v. Western M. & F. Ins. Co., 722
v. White, 1363
v. Winstead, 1138*a*
Henderson & Nashville R. R. *v.* Dickerson, 1138*a*
Henderson-Boyd Lumber Co. *v.* Cook, 412
Henderson B. R. R. *v.* Dechamp, 1165
Henderson City Ry. *v.* Lockett, 368
Henderson Cotton Mfg. Co. *v.* Lowell Mach. Shops, 308, 310
Hendle *v.* Geiler, 482, 484, 487*a*
Hendler *v.* Quigley, 377*a*
Hendricks *v.* Evans, 499
v. Fowler, 490
v. Franklin, 700
v. Spring Valley M. & I. Co., 935
v. Western U. T. Co., 876
Hendrickson *v.* Anderson, 206, 667
v. Dwyer, 59
v. Kingsbury, 372, 386
Hendrie *v.* Neelon, 246, 739
Hendrix *v.* Jefferson Co. Sav. Bk., 633*b*
Hendry *v.* Irvine, 735*c*
v. Squier, 993
Heneky *v.* Smith, 360
Henn *v.* Horn, 383, 448*a*
Hennepin County *v.* Jones, 692*f*
Hennessy *v.* Metzger, 419
Hennies *v.* Vogel, 1326
Henning *v.* Van Hook, 1039
v. Van Tyne, 335
v. Western U. T. Co., 379
v. Withers, 959
Hennion *v.* Jacobus, 301*c*
Henry *v.* Davis, 229, 410, 687
v. Dubuque R. R., 1148, 1167
v. Ferguson, 691*b*
Henry *v.* Flagg, 345
v. Hand, 803
v. Hobbs, 156, 762
v. Klopfer, 486*a*
v. Mitchell, 131
v. North American R. C. Co., 257
v. Norwood, 451
v. Pittsburgh & A. Bridge Co., 1108
v. Prendergast, 579
v. Risk, 310
v. Roe, 302*a*
v. Rutland & B. R. R., 673*e*
v. Sioux City & P. Ry., 1355
v. Thompson, 331
v. Ward, 334
Henry Buck, The, 432*a*, 438
Henry Hall Sons Co. *v.* Sundstrom & Stratton Co., 932
Hensen *v.* Beebe, 608
Henshaw *v.* Bank of Bellows Falls, 497
Hensley *v.* Orendorff, 531, 1298
Henson *v.* Taylor, 363*a*
Hentig *v.* Collins, 688*a*
v. Reddin, 909*a*, 915
Hentz *v.* Long Island R. R., 1182, 1185
v. Mt. Vernon, 1334
Hepburn *v.* Griswold, 269
v. Dunlop, 301*b*
v. Sewell, 317, 533
Hepp *v.* Ducros, 325
Heppe *v.* Johnson, 692*e*
Herbener *v.* Crossan, 458, 459
Herberger *v.* Orr, 416
Herbert *v.* Easton, 278
v. Ford, 1062
v. Hardenbergh, 1259
v. Hillman, 1006
v. Rainey, 932
v. S. & Y. Ry., 331
v. Stanford, 613
Herbst *v.* The Asiatic Prince, 599*a*
Hercules, The, 590
Hercules Iron Works *v.* Elgin J. & E. Ry., 1171
Herd *v.* Thompson, 627*a*, 753
Herdic *v.* Young, 375, 534, 933
Herefordshire Banking Co., *In re*, 302*a*
Herfort *v.* Cramer, 777, 1027
Hergert *v.* Union Ry., 1270*a*

[References are to sections]

Herkimer Man. & H. Co. *v.* Small, 627
Herman *v.* Drinkwater, 1288
Hermann *v.* Allen, 685*c*, 1286*b*
Hermann, The, 593
Herndon *v.* Harrisson, 966
v. Venable, 1012*a*
Hernsheim *v.* Newport, N. & M. V. Co., 119
Herold *v.* Manhattan R. R., 1208
Heron *v.* Hartford Ins. Co., 722
Herpolsheimer *v.* Christopher, 984
Herreshoff *v.* Tripp, 363*a*, 364, 914, 920
Herrick *v.* Moore, 973
v. Wixom, 1303
Herrin & S. R. R. *v.* Nolte, 1167
Herring *v.* Armwood, 133, 164
v. Chesapeake & W. Ry., 119
v. Gage, 1236, 1245
v. Jester, 473, 475
v. Metropolitan Bd. of Wks., 1093
v. Pollard, 1012*a*
v. Skaggs, 762, 766
v. Tomlin, 607
Herriter *v.* Porter, 85*b*
Herrman *v.* East St. Louis, 1130
Herron *v.* De Bard, 973
v. Jones & Laughlin Co., 932
v. Western U. T. Co., 888
Hersey *v.* Fosdick, 311*f*
v. Ins. Co., 1301
v. Walsh, 256
Hersh *v.* Ringwalt, 448*d*
Hershey *v.* Hershey, 345
Hertzog *v.* Hertzog, 959, 1006, 1020
v. Ins. Co., 725
Hespen *v.* Union Pac. R. R., 435, 1296
Hess *v.* Sparks, 364, 377
Hess' Estate, 311*c*
Hesse *v.* Columbus, S. & H. B. Co., 180*a*
v. Imperial E. L. H. & P. Co.,1266
Hessing *v.* McClosky, 565
Hester *v.* Knox, 228
Hetzel *v.* Baltimore & O. R. R., 170*a*, 331*a*
Hewes *v.* Germania Fruit Co., 312, 753, 755
Hewett *v.* Chadwick, 324*a*
Hewins *v.* London Assur. Corp., 723*a*, 724
Hewitt *v.* John Week Lumber Co., 314*b*, 315
v. Miller, 753
v. Pennsylvania R. R., 486*a*
v. Pioneer-Press Co., 448*c*
v. Pittsburg, etc., R. R., 1142
Hewlett *v.* Ragsdale, 461, 462, 463, 464
Hewson-Herzog Supply Co. *v.* Minnesota Brick Co., 734
Hexter *v.* Knox, 63 N. Y. 561; 167, 185, 209, 645, 991, 992
v. Knox, 39 N. Y. Super. Ct. 109; 984
Hey *v.* Collman, 948
v. Hawkins, 438
v. Wyche, 999*i*
Heydon & Smith's Case, 76
Heyer *v.* Carr, 431
v. Cunningham Piano Co., 667
Heyman *v.* Landers, 685*g*, 696
Heyn *v.* Philips, 834*a*
Heyneman *v.* Blake, 1112*a*
Heynes *v.* Dixon, 678
Heys *v.* Tindall, 829
Heyward *v.* Cuthbert, 921
v. Mayor, etc., of N. Y., 1187
Heywood *v.* Hartshorn, 340*b*
v. Heywood, 279*c*, 999*a*
Hibbard *v.* Clark, 1031
v. Foster, 75
v. McKindley, 685
v. Stewart, 55
v. W. U. Tel. Co., 109, 888
Hibbert *v.* Bayley, 832
Hibernia B. & T. Co. *v.* Smith, 981
Hibert *v.* Lang, 1031
Hickam *v.* Hickam, 673*c*
Hickey *v.* Baird, 109
v. Brinkley 426
v. Welch, 43*i*, 126*b*, 226*f*, 363*a*
Hickhorn *v.* Bradley, 193*a*
Hickman *v.* City of Kansas, 1140
v. Haynes, 737, 753
Hickok *v.* Adams Co., 166
v. Buck, 78
v. W. E. Adams Co., 642
Hicks *v.* Blakeman, 917
v. Deemer, 439*a*
v. Foster, 233, 234, 444
v. McBride, 689*a*

[References are to sections]

Hicks *v.* Mareco, 288
v. N. A. & H. R. R., 67*a*
v. Swift Creek M. Co., 363*a*, 930
Hidden *v.* Jordan, 340*b*
Hiedenheimer *v.* Johnson, 303
Higgins *v.* Breen, 665
v. Dublin, 1104
v. Lee, 1067
v. Los Angeles G. & E. Co., 932
v. L. N. O. & T. R. R., 360, 372, 1342
v. Mansfield, 680
v. New York, L. E. & W. R. R., 939
v. Sargent, 287, 288
v. Whitney, 60
Higginson *v.* Air, 340*c*
v. Weld, 407, 413, 842
High *v.* Berret, 778
High Bridge Lumber Co. *v.* United States, 1110, 1116
Highes *v.* Wickcliffe, 678
Highland A. & B. R. R. *v.* Matthews, 95, 947
v. Robinson, 380
Highley *v.* First Nat. Bank, 333
Highway Commissioners *v.* Sangamon, 1154
Hignett *v.* Norridgewock, 1347
Hilbourne *v.* County of Suffolk, 1147
Hilbrant *v.* Simmons, 451
Hildebrand *v.* American Fine Art Co., 673*f*
v. Standard Biscuit Co., 576
Hildreth *v.* Fitts, 1298, 1302
v. Hancock, 388
v. Western U. T. Co., 881*b*
Hile *v.* Davison, 973
Hilfrich *v.* Meyer, 361
Hill *v.* Bishop, 1070
v. Boston, H. T. & W. R. R., 851
v. Butler, 956, 973
v. Canfield, 493*a*, 499
v. Carr, 679
v. Chipman, 636*b*, 734
v. Cooper, 908
v. Durand, 339*a*
v. Featherstonhaugh, 1038
v. Fitzgerald, 569
v. Forkner, 109
v. Glenwood, 1347
Hill *v.* Golden, 976
v. Goodchild, 1279
v. Hooper, 673*b*
v. Hunt, 303
v. Kimball, 43*h*, 43*i*
v. Larro, 76
v. Leigh, 618
v. Loomis, 60
v. Maupin, 637, 639
v. McKay, 739, 753
v. Meyers, 914
v. Montgomery, 372
v. Mudd, 431
v. N. O. O. & G. W. R. R., 380
v. Packard, 834
v. Parsons, 156
v. Place, 340*b*
v. Smith, 32 Vt. 433; 519, 746
v. Smith, 34 Vt. 535; 734
v. South Staffordshire Ry., 289
v. Starin, 1356
v. Thomas, 685*h*, 685*k*
v. Turner, 556
v. Union Ry., 1369
v. Winsor, 121*d*, 139
Hillebrant *v.* Brewer, 493
Hillerbrand *v.* May Mercantile Co., 1353
Hillhouse *v.* Mix, 83
Hilliard, *In re*, 311*b*
Hilliard Flume Co. *v.* Woods, 515
Hillman *v.* Baumbach, 383*c*, 910, 929*a*
v. Edwards, 565*a*
Hills *v.* Home Ins. Co., 1302
Hillyard *v.* Crabtree, 657, 660, 662
Hilsdale C. & C. Co. *v.* Pa. R. R., 143
Hilton *v.* Jesup Banking Co., 171*a*
v. St. Louis, 331*a*
v. State, 335
v. Sylvania & G. R. R., 493
v. Woods, 501, 935
Hilton & D. L. Co. *v.* Ingram, 1348
Himely *v.* Rose, 336
Himes *v.* Pittsburg, 1142
Himmelman *v.* Oliver, 331*a*
Hinchcliffe *v.* Koontz, 667
Hinchey *v.* Koch, 531, 533, 536
Hinckley *v.* Beckwith, 186, 190, 226*g*, 228, 319, 992

[References are to sections]

Hinckley *v.* Kreitz, 688
v. Pittsburg B. S. Co., 608, 613, 617, 636*a*, 636*f*, 752
v. West, 676
Hinde *v.* Liddell, 161, 208*a*, 226*g*, 434
v. Smith, 822
Hindman *v.* First Nat. Bank, 778
Hine *v.* New York El. R. R., 1154*a*
Hiner *v.* Richter, 1016, 1028
Hines *v.* Shumaker, 1335
Hindry *v.* The Priscilla, 599*c*
Hinds *v.* Barton, 318
v. Hinds, 692*j*
Hingham *v.* United States, 1179*a*
Hink *v.* Sherman, 358
Hinkle *v.* Davenport, 446, 451
v. Holmes, 688*a*
Hinkson *v.* Morrison, 691
Hinman *v.* Borden, 556
v. Goodyear, 324*a*
v. Heyderstadt, 934, 937
v. Judson, 82
Hinrichs *v.* New Orleans, 999*d*
Hinsdell *v.* Weed, 1067
Hinsman *v.* N. Y. Mutual Ins. Co., 841
Hinson *v.* Hampton, 673*f*
v. Smith, 226*j*, 506*a*
Hinton *v.* Eastern Ry., 1334
v. Sparkes, 414
Hintz *v.* Crauper, 445
Hiort *v.* London & N. W. Ry., 494*a*
Hire *v.* Kinsley, 1148
Hiroux *v.* Baum, 1347, 1354
Hirsch *v.* Feeney, 460
Hirschkovitz *v.* Pennsylvania R. R., 1367
Hirsh *v.* Press Pub. Co., 618
Hirt *v.* Hahn, 618, 644
Hirth *v.* Indianapolis, 1108
Hise *v.* Western U. T. Co., 883
Hiscock *v.* Fulton, 301*c*
Hisler *v.* Carr, 533
Hitchcock *v.* Anthony, 182, 193*b*
v. Bank, 819
v. Harrington, 921
v. Hunt, 212*b*, 764
v. Libby, 934
v. Supreme Tent of Knights of Maccabees, 633
Hitchins *v.* Frostburg, 1110
Hitchens *v.* Hitchens, 921
v. Sussex School Dist., 665
Hitchings *v.* Maryville, 1270, 1270*a*
Hitchner *v.* Ehlers, 1251
Hitchman *v.* Whitney, 472
Hitchner *v.* Ehlers, 36*a*
Hitson *v.* Hurt, 171
Hitt *v.* Allen, 293
Hively *v.* Webster County, 1367
Hixon *v.* Cupp, 681*a*, 692
v. Hixon, 276, 281, 424*a*, 635
Hixt's Case, 19, 394, 605
Hlubek *v.* Pinske, 459
Hoadley *v.* International Paper Co., 577
v. Northern T. Co., 119, 139
v. Watson, 234, 366
Hoag *v.* M'Ginnis, 401
Hoagland *v.* Forest Park Highlands Amusement Co., 361
v. Moore, 660
v. Schenck, 301*c*
v. Segur, 301, 418
Hoard *v.* Des Moines, 1108
v. Garner, 814, 819
Hoare *v.* Allen, 340*c*
Hoback *v.* Kilgores, 1018
Hobart *v.* Penny, 695
Hobart Lee Tie Co. *v.* Keck, 1348
Hobbs *v.* Bland, 762
v. Davis, 121*d*
v. London & S. W. Ry., 30, 42, 46*a*, 146, 150, 859, 867
v. Middleton, 681*a*
v. Riddick, 1039
Hobit *v.* Bloomington, 337
Hoblins *v.* Kimble, 1258
Hoblit *v.* Bloomington, 179
Hoboken Printing, etc., Co. *v.* Kahn, 451
Hobson *v.* Lord, 717
v. Philadelphia, 1120
v. Thelluson, 547
v. Trevor, 675*c*
Hochhalter *v.* Manhattan R. R., 1194
Hochster *v.* De La Tour, 213, 636*d*, 754
Hockersmith *v.* Hanley, 162, 739
Hocking *v.* Hamilton, 636*d*
v. Windsor Spring Co., 1359
Hocutt *v.* W. U. Tel. Co., 212*a*

Hodd *v.* Tacoma, 1306, 1363
Hodgdon *v.* Hodgdon, 334
Hodge *v.* Quiry, 311*f*
v. Shaw, 93
Hodges *v.* Fries, 185, 984, 984*a*
v. Hodges, 304
v. Holeman, 302*a*
v. King, 423
v. Litchfield, 1017
v. Parker, 310*a*
v. Phinney, 921
v. Pine Product Co., 947
v. Thayer, 966
v. Wilkinson, 774
Hodgins *v.* Hodgins, 959, 982
Hodgkins *v.* Dunham, 766
v. Moulton, 1040, 1046
v. Price, 307, 909, 909*a*, 987
v. Robson, 999*d*
Hodgson *v.* Bell, 786, 789
v. Millward, 364
v. Sidney, 439
v. Wood, 789
Hodsoll *v.* Stallebrass, 86*c*
v. Goodale, 246, 496
Hoe *v.* Sanborn, 762, 1040
Hoefler *v.* McGlinchy, 301*b*
Hoehle *v.* Allegheny Heating Co., 133
Hoertz *v.* Marrett, 973
Hoey *v.* Felton, 129, 200
Hoff *v.* Baum, 999*e*
Hoffeditz *v.* Railroad, 1110
Hoffman *v.* Ætna Ins. Co., 722
v. Bloomsburg & S. R. R., 1149
v. Bosch, 959, 983
v. Delaware, L. & W. R. R., 205
v. Insurance Co., 726
v. King, 111*d*
v. Kirby, 976
v. Mill Creek Coal Co., 924*a*, 932
v. New York C. & H. R. R. R., 1367
v. Northern Pac. R. R., 865
v. Rib Lake Lumber Co., 1355
v. Union Ferry Co., 226*b*, 589
v. Western M. & F. I. Co., 722
Hofnagle *v.* New York C. & H. R. R. R., 126*d*
Hogan *v.* Atlantic Elevator Co., 492*b*
v. Cregan, 473, 476
Hogan *v.* Kellum, 58, 545
v. Shuart, 762
v. Thorington, 772
v. Titlow, 673*f*
Hoge *v.* Norton, 198, 682
Hogg *v.* Cardwell, 777, 1060
v. Emerson, 1216, 1228
v. Hensley, 921
v. Pinckney, 98
v. Zanesville Canal, etc., Co., 295, 316
Hogle *v.* New York Central & H. R. R. R., 214
Hohenthal *v.* Watson, 531
Hohman *v.* Chicago, 1121, 1169
Hohorst *v.* Hamburg-American Packet Co., 1215
Hoit *v.* Stratton Mills, 929
Hoitt *v.* Holcombe, 805
Holaman *v.* Marsh, 1042
Holbrook *v.* Griffis, 947
v. Sims, 325
v. Tobey, 418
v. Young, 1057
Holburn *v.* Neal, 1326
Holcomb *v.* Norman, 485
v. Rawlyns, 911, 924, 931
v. Wyckoff, 695
Holden *v.* Freeman's Sav. & Tr. Co., 327
v. Lake Co., 182, 941
v. New York C. R. R., 303, 854
v. Peace, 310*a*
v. Rutland R. R., 859
Holdfast *v.* Shepard, 75
Holihan *v.* City of New York, 337
Holister *v.* Union Co., 1108
Holland *v.* Brooks, 1328
v. Brown, 573, 573*a*, 588
v. Makepeace, 798
v. San Antonio, 926
v. Seven Hundred, etc., Tons of Coal, 856
v. Worley, 253
Holland Torpedo Boat Co. *v.* Nixon, 425
Hollenback *v.* Dingwell, 224
Hollenbeck *v.* Berkshire R. R., 570*b*
v. Missouri Pac. Ry., 1356
v. Johnson, 119

[References are to sections]

Holler *v.* Western U. T. Co., 894*c*
Holleran *v.* Bagnell, 573
Hollerbach & M. C. Co. *v.* Wilkins, 617
Holles *v.* Carr, 679
Holley *v.* Mix, 1279
v. Torrington, 1112a, 1163
Holliday *v.* Cohen, 682
v. Marshall, 312, 314*a*, 999
Hollingsworth *v.* Atkins, 564
v. Des Moines & St. L. Ry., 1155
v. Detroit, 346
v. Funkhouser, 915, 917
v. Mexia, 961
Hollins *v.* Gorham, 1345
Hollinshead *v.* Mactier, 655
v. Von Glahn, 324*a*
Hollinshed *v.* Yazoo & M. V. R. R., 484
Hollis *v.* Chapman, 655*c*
v. Western U. T. Co., 885
Hollister *v.* Donahoe, 319
v. Ruddy, 363
Hollman *v.* Creagmiles, 968, 979
Holloway *v.* Griffith, 641*c*, 658
v. Holloway, 685*j*
v. Miller, 979
v. Talbot, 665
v. Turner, 226*c*, 436
Holly *v.* Flournoy, 527
Holm *v.* Jamieson, 789
Holmes *v.* Balcom, 241*a*
v. Boydston, 762
v. Carolina C. R. R., 222
v. Davis, 71
v. Dring, 286
v. Fuller, 226*m*
v. Goodwin, 533
v. Halde, 180
v. Holmes, 64 Ill. 294; 385
v. Holmes, 12 Barb. 137; 416
v. Jones, 121 N. Y. 461; 377
v. Jones, 147 N. Y. 59; 451
v. Jones, 69 Hun, 346; 1327, 1335
v. Langston, 531*a*, 691*b*
v. Misroon, 310
v. Rankin, 313
v. Rhodes, 786
v. Seaman, 959, 965
v. Seely, 924, 931
v. Sinnickson, 982
v. Standard Oil Co., 678
Holmes *v.* Stummel, 655
v. Truman, 1237
v. Weaver, 237, 685*j*
v. Weed, 804
v. Wilson, 91, 949
Holt *v.* Hayes, 934
v. Howard, 310
v. Sargent, 932
v. Spokane & P. Ry., 572
v. United S. L. I. & T. Co., 613, 616
v. Van Eps, 375
Holt Mfg. Co. *v.* Thornton, 170*a*
Holter Lumber Co. *v.* Fireman's F. I. Co., 722
Holthaus *v.* Hart, 682*a*
Holton *v.* Butler, 1167
v. Daly, 573*a*
v. Hicks, 486
v. Taylor, 565*a*
Holtzman *v.* Franklin Ins. Co., 723*a*
Holyoke *v.* Grand T. Ry., 47, 485
Holzworth *v.* Koch, 1059
Hoke E. P. Co. *v.* Schraubstadter, 1237
Homan *v.* Franklin Co., 181
Homans *v.* Boston E. Ry., 43*d*, 43*i*
Home F. Ins. Co. *v.* Fitch, 331
Home Ins. Co. *v.* Adler, 302, 726
v. Baltimore Warehouse Co., 69, 725
v. Gibson, 725
v. Koob, 726
v. Myer, 301
v. Patterson, 724
v. Pennsylvania R. R., 318
v. Watson, 794
Home Land & Cattle Co., *v* McNamara, 426*a*
Home M. F. I. Co. *v.* Garfield, 723
Home Savings Bank *v.* Boston, 1040, 1042
Homer *v.* Shaw, 659
Homesdale Ice Co. *v.* Lake L. I. Co., 734
Homesly *v.* Elias, 606*a*
Homestead Co. *v.* Valley R. R., 918
Homire *v.* Haltman, 1255
Hommell *v.* Gamewell, 800
Honaker *v.* Howe, 489*a*
v. Vesey, 533, 537

[References are to sections]

Hone *v.* Mutual Safety Ins. Co., 728
Hong Sing *v.* Wolf Fein, 988
Honore *v.* Lamar F. I. Co., 725
v. Murray, 307, 999*a*
Honsee *v.* Hammond, 932, 941
Honsucle *v.* Ruffin, 777
Hood *v.* Hayward, 678
v. Raines, 612*a*, 642
v. Smiley, 655
v. Smith, 1194
v. Southern R. R., 1175
Hoodley *v.* Watson, 360, 386
Hooe *v.* Mason, 841
Hook *v.* Stovall, 762
Hooker *v.* Hammill, 536
v. Leslie, 274
v. Montpelier & W. River R. R., 252
v. Newton, 387
v. Phillippe, 637
v. Utica and Minden Turnpike Road Co., 1187
Hooks *v.* Evans, 692, 692*k*
v. Fitzenreiter, 370
Hoon *v.* Beaver Valley Traction Co., 580, 1367
Hooper *v.* Armstrong, 1261
v. Bacon, 221*b*
v. Bromley Brothers Carpet Co., 755
v. Patterson, 685*m*
v. Sac County Bank, 979
v. Savannah & M. R. R., 419, 1133
v. Smith, 932, 933
v. Story, 762, 767
v. Winston, 311*c*
Hoopes *v.* Meyer, 1057
Hoot *v.* Spade, 975
Hooten *v.* Barnard, 99, 101
Hootman *v.* Shriner, 554
Hoover *v.* Mowrer, 808*a*
v. Peters, 1060
Hope *v.* Alley, 98
Hopedale Electric Co. *v.* Electric S. B. Co., 39 App. Div. 491; 612*b*
v. Electric S. B. Co., 96 App. Div. 344; 610
v. Electric S. B. Co., 132 App. Div. 348; 611
Hopkins *v.* American P. S. Co., 932
v. Atlantic & St. L. R. R., 86*a*, 368, 860
v. Beedle, 1277
v. Butte & M. C. Co., 937
v. Clark, 671
v. Contra Costa County, 337
v. Crittenden, 325
v. Davis, 107*a*
v. Drowne, 377, 1334
v. Gilman, 997
v. Grazebrook, 1002
v. Great Northern Ry., 1098
v. Halliburton, 695*c*
Hopkinson *v.* Knapp & Spaulding Co., 575
Hopkins *v.* Ladd, 689*a*, 1272
v. Lee, 959, 1012
v. Ratliff, 993
v. Sanford, 227
v. Towell, 1012
v. Westcott, 873
v. Western P. R. R., 947
v. Yowell, 959
Hoppaugh *v.* McGrath, 648*a*
Hoppe *v.* Chicago, M. & St. P. Ry., 86*b*, 172*a*
Hopper *v.* Chicago, etc., R. R., 333
v. Haines, 493
Hoppes *v.* Cheek, 973
Hopping *v.* Quin, 1045
Hopple *v.* Higbee, 60, 244, 317, 432*a*, 1274
Hopson *v.* Louisville, N. O. & T. Ry., 1159
Hord *v.* Holtson R. R. R., 932
v. Trimble, 685*h*
v. Western U. T. Co., 879, 883
Horn *v.* Batchelder, 656, 657
v. Bayard, 467
v. Boise C. C. Co., 1326
v. Buck, 762
v. Carroll, 25 Ky. L. Rep. 2305; 614
v. Carroll, 28 Ky. L. Rep. 839; 208
v. Hansen, 302*a*
v. Western Land Assoc., 667, 834*g*
Horne *v.* Allen, 311*c*
v. Midland Ry., 157, 160, 163, 740, 856*a*

[References are to sections]

Horne *v.* Walton, 439*e*, 1027
Horner *v.* Beasley, 1010
v. Flintoff, 397, 399, 413
v. Lyman, 861*a*
v. Wood, 156
Horney *v.* Nixon, 222
Hornketh *v.* Barr, 473
Hornstein *v.* Atlantic & G. W. R. R., 1142, 1149
Horres *v.* Chemical Co., 937
Horst *v.* Roehm, 758
Hort *v.* Norton, 673*d*
Horton *v.* Bauer, 107*c*
v. Colwyn Bay & Colwyn District Council, 1102
v. Cooley, 252, 999*e*
v. Cope, 692*j*
v. Miller, 999*b*, 1057
v. Seattle, 1270*a*
v. Tobin, 419
Hoseth *v.* Preston Mill Co., 221*b*, 1348
Hosford *v.* Wright, 962
Hosher *v.* Kansas City, St. J. & C. B. R. R., 1112, 1140
Hosking *v.* Phillips, 932
Hoskins *v.* Duperoy, 756
v. Robins, 945
v. Scott, 190
Hoskovec *v.* Omaha St. Ry., 1354
Hosley *v.* Brooks, 451
Hosmer *v.* Campbell, 685*a*
v. Gloversville, 1112*a*
v. Wilson, 612*a*, 636*d*
Hossler *v.* Trump, 664*a*
Hostele *v.* Farmers' Protective Assn., 941
Hoster *v.* Phila., 1109
Hosty *v.* Moulton Water Co., 44, 484
Hot Springs *v.* Williamson, 1123
Hot Springs R. R. *v.* Deloney, 43*f*, 863, 865
Hotchkiss *v.* Auburn R. R., 912, 913
v. Jones, 375
v. Oliphant, 453
v. Platt, 685*e*
v. Whitten, 107*d*
Hough *v.* Bowe, 58, 226*c*
v. Cook, 1203
v. Harvey, 311*b*
v. Kugler, 413
Hough *v.* People's F. I. Co., 725
v. Young, 107*a*
Houghkirk *v.* Delaware & H. C. Co., 86*b*, 172*a*
Houghteling *v.* Walker, 307
Houghton *v.* Carpenter, 762
v. Cortelyou, 685
v. Hager, 310
v. Kittleman, 655*f*, 673*e*
v. Lyford, 686
v. Pattee, 416
Housberger *v.* Housberger, 929
House *v.* House, 982
v. McKenney, 302*a*
v. Marshall, 1050, 1053
v. Tennessee F. C., 345
House Wrecking Co. *v.* Sonkew, 419
Househill Co. *v.* Neilson, 1230
Householder *v.* Kansas, 1123
Houseman *v.* Merchants' Dispatch Transportation Co., 854
Houser *v.* Pearce, 121*d*
Houser & H. M. Co. *v.* McKay, 733*a*, 754
Houston *v.* Bibb, 539
v. Bryan, 1334
v. Crutcher, 310
v. Gran, 1248
v. Jamison, 345
v. Morrison, 695*a*
v. Mossman, 334
v. Starnes, 762
v. Wendnagel, 737
v. Young, 1040
Houston & G. N. R. R. *v.* Miller, 486*c*
Houston & T. C. R. R. *v.* Anderson, 1266
v. Berling, 1309
v. Bird, 1364
v. Boehm, 41, 47, 180, 481, 485
v. Bowen, 573*a*
v. Bulger, 1353
v. Burke, 251*a*, 844
v. Cheatham, 171*a*
v. Cowser, 575, 576
v. Davenport, 1367
v. Gee, 482
v. Girald, 67
v. Gray, 1354
v. Hanks, 221*b*

[References are to sections]

Houston & T. C. R. R. *v.* Hill, 194
v. Jackson, 316, 854
v. Kelley, 1356
v. Lee, 1342
v. Lemair, 67*a*
v. Lindsey, 1262
v. Loeffler, 573*a*, 580
v. Malloy, 620
v. Maxwell, 171*a*
v. Mitchell, 615
v. Molloy, 630
v. Muldrow, 318
v. Rowell, 1270
v. Rutland, 577, 1367
v. Shapard, 47
v. Shirley, 603
v. Smith, 842
v. Weaver, 67*a*
v. White, 580*a*
v. Williamson, 852
v. Willie, 485
v. Wright, 1021*a*
Houston B. & T. Ry. *v.* O'Leary, 126*a* 1367
Houston C. S. Ry. *v.* Jageman, 865
v. Medlenka, 1354
v. Ross, 1347
v. Sciacca, 1367
v. Storrie, 324*a*
Houston Cotton Oil Co. *v.* Trammell, 765
Houston, E. & W. T. Ry. *v.* Adams, 63 Tex. 200; 932
v. Adams, 44 Tex. Civ. App. 288; 1261, 1270
v. Campbell, 843*a*
v. Charwaine, 942, 1110
v. Davidson, 890
v. McHale, 1367
v. Richards, 172
v. Stern, 1222
Houston Electric Co. *v.* Green, 121*b*
v. Seegar, 482, 484
Houston I. & B. Co. *v.* Tiemer, 739
Houston L. & L. Co. *v.* Texas Co., 947
Houston Printing Co. *v.* Moulden, 443
Houston Ry. *v.* White, 574*a*
Hovey *v.* Brown, 1326
v. Coy, 689*a*
v. Grant, 250
Hovey *v.* Rubber Tip Pencil Co., 237, 685
How *v.* How, 1306
Howard *v.* Adkins, 417, 426
v. Bank of the Metropolis, 633*b*, 633*c*
v. Barnard, 1368
v. Behn, 304
v. Board of Supervisors, 1149
v. Burke, 1286*b*
v. Central of Ga. Ry., 881*a*
v. Cooper, 60
v. Daly, 206, 227, 636*d*, 636*g*, 665, 667
v. Delaware & H. C. Co., 101
v. Emerson, 308
v. Farley, 18 Abb. Pr. 260; 676
v. Farley, 3 Robt. 308; 345
v. Francis, 301*c*
v. Gobel, 664
v. Haas, 131 Mo. App. 499; 734
v. Haas, 139 Mo. App. 591; 540
v. Hopkyns, 426
v. Hurst, 965
v. Johnston, 302
v. Lamoni, 1134
v. Lovegrove, 803
v. Manderfield, 60
v. Providence, 1148
v. Stillwell B. Mfg. Co., 153, 190, 646, 742*a*
v. Vaughan-Monnig Shoe Co., 667
Howard College *v.* Turner, 636*i*
Howard County *v.* Legg, 573*a*, 577, 578
Howard Oil Co. *v.* Davis, 180*a*, 485*a*
Howard Supply Co. *v.* Wells, 742*a*
Howay *v.* Going-Northrup Co., 666
Howcott *v.* Collins, 295, 307
Howe *v.* Bartlett, 82
v. Batchelder, 929*a*
v. Buffalo N. Y. & Erie R. R., 834
v. Gibson, 1342
v. Handley, 533, 689*a*
v. Jones, 303
v. Mackay, 800
v. Martin, 1027
v. North, 606
v. Perry, 450
v. Ray, 64, 1147
v. Sutherland, 821, 823

[References are to sections]

Howe *v.* Taylor, 692*h*
v. Wade, 834
v. Weymouth, 148 Mass. 605; 1161
v. Weymouth, 155 Mass. 439; 941, 1164
Howe M. Co. *v.* Reber, 618
Howe S. M. Co. *v.* Bryson, 171*b*, 633, 834*c*
Howell *v.* Cheatham, 446
v. Goodrich, 84
v. Greaves, 492
v. Howell, 448
v. Lansing E. Ry., 484, 1306
v. Medler, 1067, 1293
v. Moores, 964, 972
v. Morlan, 821
v. Phila. M. I. Co., 711
v. Rochester Ry., 571*a*, 575
v. Scoggins, 233, 234
v. Young, 86*b*
Howells *v.* North American Transportation & T. R. Co., 486*a*
Howerton *v.* Augustine, 1027
Howery *v.* Hoover, 497*e*
Howes *v.* Axtell, 405, 1028
v. Grush, 932
Howey *v.* New England Nav. Co., 574*a*, 1367
Howison *v.* Oakley, 1023
Howland *v.* Davis, 824
v. Howland, 476
v. Jennings, 325
v. Oakland C. S. Ry., 1363
v. Vincent, 32
Howlet *v.* Strickland, 1031
Howlett *v.* Tuttle, 358
Howser *v.* Melcher, 188
Hoy *v.* Grenoble, 613, 624
v. Taliaferro, 973
Hoye *v.* Chicago, M. & S. P. Ry., 933
Hoyle *v.* Page, 345
v. Stellwagen, 655*b*
Hoyt *v.* Beach, 334
v. Fuller, 494, 507
v. New York, L. I. Co., 729
v. Southern N. E. T. Co., 933
v. Stratton Mills, 943
v. Telephone Co., 1163
v. Western U. T. Co., 883
v. Wildfire, 206
Hoyt, The, 587
Hox *v.* Quincy, O. & K. C. R. R., 226*d*
Hoxie *v.* Lincoln, 663, 673*a*
Hoxsie *v.* Empire Lumber Co., 504
Hubbard *v.* Belden, 655*c*, 661, 672
v. Briggs, 439*h*
v. Callahan, 325
v. Charlestown B. R. R., 303, 304
v. Gould, 241
v. New York, N. H. & H. R. R., 434
v. Norton, 970, 975
v. Rogers, 1042
v. Shaler, 550
Hubbardston Lumber Co. *v.* Bates, 755
Hubbell *v.* Meigs, 257, 777
Hubbly *v.* Brown, 705, 803
Hubenthal *v.* Kennedy, 302*a*
v. Spokane & I. Ry., 1261
Huber *v.* Beck, 1295
v. Burke, 1024
v. Ryan, 991, 992
v. Teuber, 386
Hubert *v.* Groves, 35
Huckestein *v.* Allegheny City, 1112*a*
Huckins *v.* Lightner, 537
v. People's M. F. I. Co., 726
Huckle *v.* Money, 348, 350, 365, 372, 381
Huddleston *v.* Kempner, 331
Hudmon *v.* Cuyas, 762
Hudson *v.* Archer, 107*a*
v. Houser, 580
v. Hudson, 671
v. Lee, 1034
v. Northern Pac. R. R., 854
v. Tenney, 303
v. Wilkinson, 317
v. Young, 691*c*
Hudson County *v.* Immerich, 1157
Huebschmann *v.* Von Cotzhausen, 915
Huellmantel *v.* Huellmantel, 334
v. Vinton, 497*f*
Hueni *v.* Frechill, 1326
Huerzeler *v.* Central C. T. R. R., 1367
Hueston *v.* Mississippi & R. R. B. Co., 70, 926, 942, 1295
Huey *v.* Macon County, 346
Huff *v.* Peoria & Eastern R. R., 576, 584*a*

Huff *v.* Reilly, 956, 977
Huffman *v.* Knight, 85*b*
Hufford *v.* Grand Rapids & I. R. R., 865
Huftalin *v.* Misner, 384
Huganir *v.* Cotter, 1027
Huggard *v.* Glucose Sugar Refining Co., 172
Huggeford *v.* Ford, 538
Huggins *v.* Kavanagh, 1247, 1251
v. South Eastern L. & C. Co., 740
Hughan *v.* Grimes, 688*a*
Hughes *v.* Anderson, 373, 924
v. Austin, 226*b*
v. Bray, 762
v. Cannon, 673*f*
v. Chicago, B. & O. Ry., 95
v. Dundee Mortgage Trust Investment Co., 85
v. Goodale, 692*k*
v. Graeme, 236, 239*a*, 836
v. Habor & S. B. & S. Assoc., 1354
v. Heiser, 35
v. Hood, 984
v. Hughes, 692
v. Louisville & N. R. R., 365, 368
v. McDonough, 127*a*
v. Met. El. R. R., 1207
v. Miller, 1023
v. New York El. R. R., 1211
v. Nolte, 637*a*
v. Pritchard, 677
v. Pullman P. C. Co., 873*a*
v. Robinson, 193
v. Smith, 786
v. Stevens, 1263, 1295
v. Toledo S. & C. R. R., 672
v. Wamsutta Mills, 668
v. Wickcliffe, 685
Hugo, The, 596
Huguenot Mills *v.* Jempson, 753
Huiest *v.* Marx, 984
Huizega *v.* Cutler & S. Lumber Co., 481
Hulbert *v.* New Nonpareil Co., 453
Hulchan *v.* Green Bay, W. & S. P. R. R., 481, 485
Hulett *v.* Fairbanks, 934
Hulfish *v.* O'Brien, 973
Huling *v.* Henderson, 363*a*, 366, 373
Hull *v.* Angus, 424
Hull *v.* Bernatz, 497*f*
v. Butler, 334
v. Harris, 979
Hullinger *v.* Worrell, 126*d*
Hulme *v.* Brown, 1058
Hulst *v.* Benevolent Hall Assoc., 659
Humaston *v.* Telegraph Co., 612*b*
Humbert *v.* Mason, 317
Humboldt L. M. Assoc., *In re*, 1367
Hume *v.* Hale, 614
Humes *v.* Proctor, 933
Humiston *v.* Wheeler, 999*c*
Hummel *v.* Brown, 282
Humphrey *v.* Clement, 270
v. Hathorn, 549
v. McClenachan, 959
v. Michigan United Rys., 860
v. Phinney, 921, 922
v. Pope, 480*b*
Humphreys *v.* McClenachan, 975
v. Morton, 346
v. Perry, 783
v. Reed, 1068
v. Union Ins. Co., 717
Humphreysville Co. *v.* Vermont Copper Mining Co., 734, 746
Humphries *v.* Johnson, 386
Humphrys *v.* Knight, 964
Hundley *v.* Calloway, 531*a*
v. Chadwick, 682
Huner *v.* Doolittle, 339*a*
Hungerford *v.* Redford, 534, 934
Huning *v.* Chavez, 55*a*
Hunneman *v.* Grafton, 756
v. Milwaukee, 327
Hunt *v.* Amidon, 796
v. Boonville, 380*b*
v. Burton, 685*g*
v. Colburn, 675
v. Conner, 573*a*, 577, 580
v. Crane, 227, 667
v. D'Orval, 42, 107*a*
v. Haskell, 841
v. Hoboken L. I. Co., 182*a*
v. Iowa C. Ry., 924, 1110
v. Johnson, 924*a*, 947, 1006
v. Jucks, 295
v. Kile, 572
v. Marsh, 976
v. Middlesworth, 966, 1031

[References are to sections]

Hunt *v.* Missouri, K. & T. R. R., 119
v. Missouri P. Ry., 1174
v. Nevers, 302*a*, 305, 310
v. Nolen, 975, 981, 1027
v. Oregon P. Ry., 187, 643
v. O'Neill, 920
v. Orwig, 975
v. Otis Co., 668, 1064
v. Raplee, 959, 975
v. St. Louis, I. M. & S. R. R., 937
v. Stockton Lumber Co., 339*a*, 343
v. Taylor, 70
v. Test, 612, 834*g*
v. Tibbets, 89
v. Van Deusen, 762
v. White, 692*k*
Hunt Bros. F. P. Co. *v.* Cassiday, 1224
v. Cassidy, 1215
Hunt Bros Co. *v.* San Lorenzo Water Co., 169*a*
Hunter *v.* Bennett, 467
v. Britts, 911
v. Chesapeake & O. Ry., 1169
v. Farren, 184
v. Fry, 858
v. Hatch, 334
v. Hatfield, 638, 640*a*
v. Johnson, 982
v. Prinsep, 492
v. Reiley, 1039
v. Stewart, 1270
v. Wakefield, 36*a*
v. Waldron, 672, 1064
v. Wetsell, 750
v. Wood, 302*a*
Huntingdon *v.* Claffin, 664
Huntingdon & B. T. R. R. & C. Co. *v.* English, 514
Huntington *v.* Breen, 41
v. Lombard, 762*a*
v. Ogdensburgh & L. C. R. R., 206, 667
v. Rumnill, 831
Huntington Easy Payment Co. *v.* Parsons, 222
Huntley *v.* Bacon, 234, 352, 359, 564
v. Lyons, 301*b*
Huntoon *v.* Hazelton, 673*a*
Huntress *v.* Burbank, 341, 684
Huntsman *v.* Hendricks, 975, 978
Huntsville *v.* Erving, 1154*c*
Hurd *v.* Dunsmore, 411, 1025
v. Gallaher, 538
v. Hall, 979
v. Hubbell, 493, 505, 519
Hurlbut *v.* Boaz, 459
Hurlburt *v.* Dusenbury, 293
v. Green, 58, 494, 494*c*, 562
v. Schillinger, 1237
Hurley *v.* Buchi, 191, 768
v. Jones, 63
v. Oliver, 614
Hurlock *v.* Reinhardt, 549
Huron Barge Co. *v.* Turney, 196, 857
Hurst *v.* Coley, 78
v. Detroit City Ry., 575
v. Hurst, 396, 416
Hurt *v.* Atlanta, 1137
v. Miller, 228*f*, 512
v. St. Louis, I. M. & S. Ry., 1365
Hurtin *v.* Union Ins. Co., 841
Hurxthal *v.* St. Lawrence, B. & M. Co., 620
Huse *v.* Alexander, 798
Huse & Loomis Ice Co. *v.* Heinze, 257
Huson *v.* Dale, 452
Hussey *v.* Collins, 793*a*
v. Farlow, 275
v. Manufacturers' & M. Bank, 519, 736
Hussner *v.* Brooklyn City R. R., 1184, 1193, 1194
Husten *v.* Richards, 858
Huston *v.* DeZeng, 302
v. Freemansburg, 43*h*
v. Twin & C. C. T. R. R., 1260
v. Wickersham, 910, 911
Hutcheis *v.* Cedar Rapids & M. C. Ry., 486*a*
Hutchings *v.* Ladd, 853
Hutchins *v.* Buckner, 533
v. McCann, 704
v. Munn, 685*f*
v. Roundtree, 981
v. St. Paul, M. & M. Ry., 573*a*
v. Wade, 302
Hutchinson *v.* Granger, 1261
v. Hutchinson, 537
v. International & G. N. Ry., 1149
v. Mt. Vernon W. & P. Co., 633*e*

[References are to sections]

Hutchinson *v.* Parker, 932
v. Reid, 756
v. Schimmelfeder, 98
v. Snider, 607
v. Stern, 43*g*
v. Van Cleve, 483
v. West. J. & S. R. R., 573
v. Wetmore, 659
v. Wheeler, 452
Hutchinson First Nat. Bank *v.* Williams, 241
Hutchison *v.* Maysville, 942
Hutt *v.* Bruckman, 1051
v. Hickey, 614, 642
Hutton *v.* Williams, 1023
Huyck *v.* Andrews, 970
Huyett-Smith Manuf. Co. *v.* Gray, 760
Hyams *v.* Bamberger, 497*c*
Hyatt *v.* Adams, 376, 570, 570*a*
v. Wait, 301
v. Washington, 685*k*
Hyde *v.* Brown, 334
v. Elmer, 535
v. Jamaica, 226*m*
v. Kiehl, 435, 437
v. Mechanical Refr. Co., 620
v. Middlesex, 1166*b*
v. Stone, 295, 317
v. Teal, 685
Hyde Park *v.* Dunham, 1138
v. Washington Ice Co., 1138
Hyde Park T. H. E. L. Co. *v.* Porter, 95
Hydes F. T. Co. *v.* Davidson County, 1173
Hydraulic Co. *v.* Chatfield, 326, 334
Hydraulic Engineering Co. *v.* McHaffie, 160, 165, 740
Hylton *v.* Brown, 915
Hyman *v.* American Electric Forge Co., 695
v. Jockey Club Wine, Liquor & Cigar Co., 999*c*
Hymes *v.* Esty, 970, 975
Hynes *v.* Manhattan R. R., 1198*b*
v. Packard, 976
v. Patterson, 241
Hysell *v.* Sterling Coal & Manuf. Co., 655*c*
Hyslop *v.* Finch, 1138
Hyslop *v.* Staig, 355
Hysore *v.* Quigley, 373, 373*a*, 990

I

I. de S. *v.* W. de S., 42
Iaeger *v.* Metcalf, 1317
Iasigi *v.* Shea, 492*a*
Icely *v.* Grew, 1026, 1034, 1044
Ickenroth *v.* St. Louis Transit Co., 363*a*
Idaho & W. N. R. R. *v.* Nagle, 1165*a*
Idaho P. T. C. Co. *v.* Oregon S. L. R. R., 1152*a*
Idaho Western Ry. *v.* Columbia Conference, 1294
Iddings *v.* Equitable Gas Co., 999*k*
Ideal Wrench Co. *v.* Gavin Mach. Co., 762
Ihl *v.* 42d St. R. R., 171*a*, 574, 575
Iler *v.* Baker, 251
Ilion Nat. Bank, *In re*, 311*f*
Illingworth *v.* Greenleaf, 1296
Illinois, The, 597*a*
Illinois & S. L. R. R. & C. Co. *v.* Cobb, 69, 74
v. Decker, 182, 1304
v. Ogle, 502, 935
Illinois *v.* St. L. R. R. *v.* Switzer, 1160*a*
Illinois Cent. R. R. *v.* Abernathy, 1326
v. Adams, 332
v. Armstrong, 363
v. Baches 580
v. Barron, 481, 573 *a*, 579
v. Bentz, 578
v. Bogard, 851
v. Chicago, 156 Ill. 98; 1171
v. Chicago, 169 Ill. 329; 1138
v. Cobb, 64 Ill. 128; 162, 220, 850, 856*a*
v. Cobb, 68 Ill. 53; 363*a*, 364, 366
v. Commissioners of Highways, 1152*a*
v. Copeland, 873
v. Cole, 484
v. Crudup, 576
v. Cunningham, 1328
v. Davidson, 180, 485*a*
v. Davies, 1332
v. Dodds, 363
v. Doss, 125*a*, 226, 226*d*

[References are to sections]

Illinois Cent. R. R. *v.* Downs, 1347
v. Ebert, 1330
v. Elliott, 1123
v. Ferrell, 1154*c*
v. Finnigan, 506*b*
v. Gilbert, 1367
v. Gortikov, 222, 366, 865
v. Hammer, 379, 380
v. Handy, 873*a*
v. Haynes, 122 S. W. 210; 942
v. Haynes, 64 Miss. 604; 316
v. Heisner, 121*d*
v. Holt, 852
v. Hopkinsville Canning Co., 152
v. Hoskins, 930
v. Houchins, 1364
v. Johnson, 67 Ill. 312; 1328
v. Johnson, 123 Ill. App. 300; 1367
v. Le Blanc, 503, 935
v. Lence, 368
v. Lockard, 1110
v. Mayes, 1352
v. Minor, 860
v. Nelson, 59 Ill. 110; 490
v. Nelson, 97 S. W. 757; 152
v. Nelson, 127 S. W. 520; 942
v. Ogle, 363*a*
v. Owens, 854
v. Pearson, 863
v. Pendergrass, 570*b*
v. Poston, 212, 219
v. Price, 1357
v. Prickett, 67*a*
v. Reid, 372
v. Seamans, 125*a*
v. Siddons, 43*f*
v. Slater, 575
v. Smith, 110 Ky. 203; 924*a*, 1138*a*
v. Smith, 132 Ky. 732; 1353
v. Stewart, 130 Ill. App. 197; 1355
v. Stewart, 63 S. W. 596; 368, 1356
v. Tandy, 1347
v. Turrill, 335, 1244
v. Watson, 1367
v. Welch, 1325
v. Weldon, 577
v. Whiteaker, 573
v. Wilbourn, 85*c*
v. Wilson, 1336
Illinois, I. & M. R. R. *v.* Borms, 1130
v. Easterbrook, 1138
v. Freeman, 1165*c*
v. Ring, 1166
Illinois Land & Loan Co. *v.* Bonner, 964
Illinois Mut. F. I. Co. *v.* Andes Insurance Co., 720, 728
Illinois Railroad *v.* Spence, 581
Illinois S. & R. R. *v.* Western U. T. Co., 881*a*
Illinois Steel Co. *v.* Paige, 1367
v. Ryska, 482
Illinois Surety Co. *v.* Garrard Hotel Co., 419
Illinois Tel. News Co. *v.* Meine, 1149
Illinois Trust & Savings Bank *v.* Burlington, 416
Illinois Valley Ry. *v.* Haremski, 1358
Imbescheid *v.* Old Colony R. R., 331*a*, 1151
Imboden *v.* Etowah & B. B. Co., 64
Imel *v.* Van Deren, 691*b*
Imhoff *v.* Richards, 1298
Imlay *v.* Union Branch R. R., 1112*a*
Imler *v.* City of Springfield, 1110
Imperial C. & C. Co. *v.* Port Royal C. & C. Co., 613, 742*a*
Imperial F. I. Co. *v.* Murray, 725
Imperial Hotel Co. *v.* H. B. Claflin Co., 294
Imperial R. S. *v.* Steinfeld Bros., 752
Importers, & Traders Insurance Co. *v.* Christie, 999*k*
Independent Brewing Ass'n *v.* Burt, 162
Independent Ins. Co. *v.* Thomas, 271
Independent M. I. Co. *v.* Agnew, 723*a*
Independent School Dist. *v.* McDonald, 692*e*, 692*f*
Independent T. Y. M. B. Assoc. *v.* Somach, 610
Indian M. J. C. Co. *v.* Ashville I. & C. Co., 734
Indiana & I. C. Ry. *v.* Scearce, 626
Indiana, B. & W. Ry. *v.* Allen, 1149, 1177
v. Koons, 84*a*
Indiana Canning Co. *v.* Priest, 617
Indiana Car. Co. *v.* Parker, 86*c*
Indiana Central R. R. *v.* Hunter, 1148

[References are to sections]

Indiana, Ill. & Ia. R. R. *v.* Stauber, 1166
Indiana Natural Gas & Oil Co. *v.* Jones, 1166
Indiana Power Co. *v.* St. Joseph, etc., Power Co., 1155
Indiana Ry. *v.* Orr, 46
Indiana Tie Co. *v.* Phelps, 753
Indiana U. T. Co. *v.* Heller, 1342
v. Ohue, 1363
Indianapolis *v.* Gaston, 41, 47, 180, 226*f*, 481, 485
v. Huffer, 1110
v. Lawyer, 1110
v. Marold, 485
v. Tate, 1110
Indianapolis & C. T. Co. *v.* Larrabee, 1161
v. Wiles, 1167
Indianapolis & E. Ry. *v.* Bennett, 67
Indianapolis & M. R. T. Co. *v.* Reeder, 486*a*
Indianapolis & S. L. R. R. *v.* Stables, 41, 44, 47
Indianapolis & W. Ry. *v.* Branson, 1161
Indianapolis, B. & W. Ry. *v.* Birney, 212, 226*b*, 226*m*, 864, 872
v. Eberle, 95
v. McLaughlin, 74
Indianapolis Commercial Club *v.* Hilliker, 573*a*, 1367
Indianapolis, D. & S. Co. R. R. *v.* Pugh, 1149
Indianapolis N. Traction Co. *v.* Ramer, 1165*b*
Indianapolis St. Ry. *v.* Kane, 1354
v. Ray, 43*f*
Indianapolis T. & T. Co. *v.* Beckman, 1367
v. Kidd, 226*f*
v. Menze, 486*a*, 1365
v. Romans, 1367
v. Ulrick, 1360
Indianapolis Terra Cotta Co. *v.* Murphy, 646*a*
Indianola *v.* G. W. T. & P. Ry., 416
Industrial & General Trust *v.* Tod, 1298
Industrial L. Co. *v.* Bivens, 172*a*
Industrial Works *v.* Mitchell, 161, 194, 742*a*
Inflexible, The Swabey, 592, 593
Ingalls *v.* Allen, 664
v. Bills, 226*a*
v. Lee, 704
v. Lord, 256
Ingels *v.* Mast, 1231
Ingles *v.* Metropolitan St. Ry., 1261, 1270
Ingersoll *v.* Campbell, 305
v. Jones, 474, 476
v. Musgrove, 1215
v. Van Bokkelin, 78
Ingham L. Co. *v.* Ingersoll, 614
Ingledew *v.* Northern R. R., 854
Inglehart *v.* State, 681*a*
Ingraham *v.* Parks, 1326
v. Postell, 301*c*
v. Pullman Co., 107*d*
Ingram *v.* Cox, 689*a*
v. Harts, 58
v. Lawson, 182
v. McComb, 692*d*
v. Morgan, 973
v. Rankin, 317, 493, 497*a*, 519
v. Wackernagel, 755
v. Wishka Boom Co., 942
Inland Steel Co. *v.* Harris, 666
Inman *v.* Ball, 363
v. Foster, 446, 451
Innes *v.* Milwaukee, 1367
Insley *v.* Shepard, 614, 647*a*
Insurance Co. *v.* Brame, 570
v. Fogarty, 710
v. Leader, 723*a*
v. Mordecai, 713
v. Thompson, 720, 802
v. Transportation Co., 113
v. Updegraff, 725
Interlaken Land Co. *v.* Seattle, 1149*b*
International & G. N. R. R. *v.* Bajligethy, 577
v. Barton, 318
v. Bell, 1149
v. Benitos, 937
v. Boykin, 573*a*
v. Brett, 1355
v. Brice, 1356
v. Butcher, 1309

[References are to sections]

International & G. N. R. R. *v.* Campbell, 865
v. Clark, 1355
v. Cruseturner, 1257
v. Culpepper, 577
v. Dalwigh, 1361
v. Davis, 942
v. Dimmitt Co. P. Co., 334, 852
v. Doolan, 863
v. Duncan, 219
v. Fickey, 1293
v. Flores, 872
v. Foster, 937
v. Garcia, 380
v. Gieselman, 95
v. Greenwood, 363
v. Hugen, 1355
v. Jones, 1367
v. Kindred, 576
v. Kuehn, 574*a*, 577
v. McVey, 99 Tex. 28; 573*a*, 577, 580*a*
v. McVey, 81 S. W. 991; 1175, 1367
v. Miller, 1354
v. Mitchell, 1307
v. Morin, 1356
v. Munn, 1367
v. Nicholson, 251, 844
v. Ormond, 1149
v. Pape, 937
v. Parish, 852
v. Poloma, 1355
v. Ragsdale, 70
v. Sammon, 862
v. Sandlin, 1365
v. Smith, 1263
v. Startz, 842
v. Stewart, 171*a*, 942
v. Telephone & Tel. Co., 359, 1344
v. Terry, 868
v. White, 1367
v. Woodard, 1354
International B. & T. Co. *v.* McLane, 1175
International Contracting Co. *v.* Nichol, 313
International Development Co. *v.* Clemans, 968
International Harvester Co. *v.* Iowa Hardware Co., 361, 683
International Nav. Co. *v.* Atlantic M. I. Co., 717
v. Farr & Barley Mfg. Co., 596*a*
International O. T. Co. *v.* Saunders, 894
International T. B. Co. *v.* Jones, 612
v. Marvin, 612
v. Schulte, 612
International T. C. Co. *v.* Hanks Dental Assoc., 1220
International Trust Co. *v.* Schumann, 999*b*
Interstate C. R. T. Ry. *v.* Early, 95
v. Simpson, 1148
Interstate Engineering Co. *v.* Archer, 742
Investment Co. *v.* St. Joseph, 1140
Inzaga *v.* Villaba, 506*a*
Ionides *v.* Universal M. I. Co., 718
Iowa Mfg. Co. *v.* Sturtevant Mfg. Co.. 161, 735*c*, 742
Iowa-Minnesota Land Co. *v.* Conner, 186
Ipswich Mill *v.* County Com'rs, 1149
Irby *v.* Wilde, 1261, 1270
Ireland *v.* Bowman, 948
v. Elliott, 487*a*
Ireland's Case, 675*c*
Irion *v.* Hume, 684
Irlbacker *v.* Roth, 302*a*
Iroquois Furnace Co. *v.* Wilkin Mfg. Co., 413
Ironton Land Co. *v.* Butchart, 186, 620
Iron Mountain R. R. *v.* Bingham, 1108, 1152*a*
Iron R. R. *v.* Mowery, 1330
Iron Wks. *v.* Boling, 155
Ironton Land Co. *v.* Butchart, 1295
Iroquois, The, 1356
Irrawaddy, The, 596*a*
Irrgang *v.* Ott, 483
Irvin *v.* Hazelton, 335
Irving *v.* Greenwood, 641
v. Hagerman, 76
v. Manning, 717
v. Media, 91
v. Morrison, 1066
v. Richardson, 712*a*

Irwin *v.* Askew, 1012
v. Dearman, 471, 474
v. Dixion, 946
v. McDowell, 497*f*, 565
v. Nolde, 503, 932, 987
v. Pennsylvania R. R., 574*a*
v. Pittsburgh, etc., R. R., 341
Isaac Newton, The, 314*b*, 656
Isaacs *v.* McLean, 493*a*
v. Terry & Tench Co., 752
v. Wannamaker, 762
Isenhart *v.* Brown, 345
Isham *v.* Dow, 124
Islett *v.* Oglevie, 311
Isley *v.* Jewett, 304
v. Jones, 707
Isman *v.* Loring, 439*a*
Isom *v.* Book, 930*a*, 1261
v. Mississippi Central R. R., 1139*a*, 1151
v. Rex C. O. Co., 930*a*
Israel *v.* Israel, 449
v. Jewett, 1152
v. Reynolds, 789
Itaska, The, 587, 597*a*
Ives *v.* Carter, 234, 359
v. Humphreys, 42, 126*b*, 363*a*, 364, 365, 366, 367
v. Merchants' Bank, 678
v. Van Epps, 1067
Iveson *v.* Moore, 946
Ivey *v.* Brooklyn Heights R. R., 1350
v. McQueen, 933
Ivinson *v.* Althrop, 416
Ivy C. & C. Co. *v.* Alabama C. & C. Co., 502
Izon *v.* Gorton, 999*c*

J

J. D. Moran Mfg. & C. Co. *v.* St. Paul, 337
J. E. McMillan Hardware Co. *v.* Ross, 535
J. F. Ball & Bro. L. Co. *v.* Simms L. Co., 934
J. G. Lindauer, The, 1358
J. G. Wagner Co. *v.* Cawker, 419
J. H. Lichtenstein & Co. *v.* Fargo, 169*a*
J. I. Case Plow Works *v.* Niles & S. Co., 762
J. I. Case T. Co. *v.* Souders, 407
J. L. Hasbrouck, The, 587
J. M. Ackley & Co. *v.* Hunter, Benn & Co. Co., 975
J. M. Griffith Co. *v.* Los Angeles, 656
J. M. James Co. *v.* Continental Nat. Bank, 153*a*, 1310*a*
J. Schlitz Brewing Co. *v.* McCann, 171*a*
J. T. Stark Grain Co. *v.* Harry Bros. Co., 645
J. W. Hugus & Co. *v.* Hardenburg, 1329
J. Zinsmeister & Bro. *v.* Rock Island Canning Co., 753
Jack *v.* M'Kee, 1020
v. Sinsheimer, 426*a*
Jackman *v.* Doland, 1046
v. Eastman, 685
Jackel *v.* Reiman, 363, 938
Jacks *v.* Bell, 489
v. Dyer, 915
v. Turner, 337
Jackson *v.* Adams, 156
v. Armstrong, 1027
v. Baker, 1 Wash. C. C. 394; 820
v. Baker, 2 Elw. Ch. 471; 413
v. Bell, 458, 459
v. Brookins, 1248
v. Bry, 691*b*
v. Campbell, 304
v. Cleveland, 412
v. Collins, 777
v. Consolidated Traction Co., 576, 1367
v. Emmons, 85*c*, 92
v. Evans, 519
v. Farrell, 997
v. Glaze, 531, 533, 535
v. Hall, 121*d*
v. Hanna, 976
v. Hunt, 423
v. Jones, 750
v. Julia Smith, The, 844
v. Kiel, 932, 948
v. Larche, 685
v. Law, 340*b*
v. Lloyd, 341
v. Loomis, 909*a*, 915, 916
v. Millspaugh, 685*l*

[References are to sections]

Jackson *v.* Mott, 762
v. Nashville, C. & S. L. Ry., 226*m*
v. Noble, 1249, 1251, 1256
v. O'Donaghy, 921
v. Pesked, 74
v. Pittsburgh, C. C. & S. L. Ry., 570
v. Portland, 1112
v. Rochester, 1286*b*
v. St. Paul City Ry., 1364
v. Schmidt, 363
v. Shields, 311*b*
v. Smith, 683
v. Stanfield, 182
v. Steamboat Rock Independent School District, 667
v. Stetson, 447
v. Todd, 75
v. Turrell, 73
v. Walton, 570
v. Watson & Sons, 164*a*
v. Wells, 489, 1309
v. Williams, 1123
v. Wood, 307, 914, 919
Jackson Agricultural Iron Works *v.* Hurlbut, 158 N. Y. 34; 226*d*, 852
v. Hurlbut, 36 N. Y. Supp. 808; 134*a*
Jackson Co. *v.* Waldo, 1140
Jackson Electric Ry., L. & P. Co. *v.* Lowry, 363*a*
Jackson, F. & M. Ins. Co. *v.* Walle, 301
Jackson Ins. Co. *v.* Stewart, 340*c*
Jacksonville *v.* Lambert, 948, 1326, 1328
Jacksonville & S. R. R. *v.* Kidder, 1160*a*
Jacksonville Elec. Co. *v.* Batchis, 1261
v. Bowden, 574*a*
Jacksonville M. P. R. & N. Co. *v.* Hooper, 999*i*
Jacksonville, M. W. & S. E. R. R. *v.* Cox, 1177
Jacksonville, T. & K. W. Ry. *v.* Adams, 1175
v. Carrison, 1326
v. Lockwood, 95, 924*a*
v. Peninsular L. T. & M. Co., 224, 318
Jacob *v.* Louisville, 1138*a*
Jacob Tome Inst. *v.* Crothers, 932
Jacobs *v.* Adams, 306
v. Ballenger, 339*a*
v. Daugherty, 689*a*
v. Hoover, 487
v. L. & N. R. R., 368, 380, 385
v. Mandel, 618
v. Robb, 131
v. Sire, 370, 387, 637*a*
v. Tutt, 873
Jacobsen *v.* Dalles P. & A. N. Co., 226*g*
v. Rothschild, 1356
v. United States Gypsum Co., 316
Jacobson *v.* Anderson, 681*a*
v. Dalles P. & A. N. Co., 587, 588
v. Le Grange, 671
v. Poindexter, 229
Jacobus *v.* Congregation, etc., 359
v. Monongahela Nat. Bank, 237, 565, 565*a*
Jacoby *v.* Stark, 637*a*, 638
Jacot *v.* Emmett, 339
Jacquelin *v.* Morning Journal Assoc., 1335
Jacques *v.* Bridgeport H. R. R., 180
v. Parks, 1336
Jaffray v. King, 667
Jakobson *v.* Springer, 590, 599
James *v.* Adams, 753, 755
v. Allen County, 90, 665, 666
v. Biddington, 638
v. Elliott, 1027*a*, 1053
v. Hayes, 1345
v. Hodsden, 226*e*, 652
v. Kibler, 999*f*
v. Lamb, 979
v. Long, 789
v. Morgan, 606*c*
v. Oakland Trac. Co., 1358
v. Richmond & D. R. R., 573*a*, 1372
v. State, 678
v. Tutney, 530
v. Western U. T. Co., 889
James A. Dumont, The, 593, 597*a*
James H. Rice Co. *v.* Penn P. G. Co., 636*c*, 636*j*
James McNeil & Bro. Co. *v.* Crucible Steel Co., 932
James River & Kanawha Co. *v.* Turner, 1130, 1148

[References are to sections]

Jameson *v.* Bartlett, 685*j*
v. Dulaney, 685*j*
v. Kent, 531*a*, 1293
v. Midland Ry., 200, 856*a*
v. Sweeney, 857
Jamieson *v.* New York & R. B. Ry., 318, 319
Jamison *v.* Ellsworth, 990*e*
Jandt *v.* South, 540
Jansen *v.* Ball, 634
v. Hilton, 793
v. Minneapolis & S. L. R. R., 44, 860, 1342
January *v.* Martin, 340*b*
Jaqua *v.* Headington, 407, 416, 1020
Jaquith *v.* Hudson, 408, 418
Jarrett *v.* Martin, 1031
Jarvis *v.* Manhattan B. Co., 439*h*
v. Manlove, 487*a*
v. Metropolitan St. Ry., 1352
v. Rogers, 78
v. Sewall, 795
Jason, The, 596*a*
Jasper *v.* Purnell, 383*b*, 384*a*
Jassoy *v.* Horn, 294
Jaudes *v.* Fisher, 645
Jay *v.* Almy, 461, 464
Jayne *v.* Loder, 1331
Jean *v.* Sandiford, 316
Jebsen *v.* E. & W. Ind. Dock Co., 66, 857
Jefcoat *v.* Gunter, 988
v. Knotts, 69, 373, 932
Jefferies *v.* Allen, 921
Jeffers *v.* Easton, 774, 987
v. Johnson, 18 N. J. L. 382; 681*a*
v. Johnson, 21 N. J. L. 73; 793
Jefferson *v.* Adams, 386
v. Bishop of Durham, 950
v. Hale, 493
Jefferson City Savings Assn. *v.* Morrison, 303, 305
Jefferson Co. *v.* Arrghi, 1067
v. Hawkins, 337
v. Lewis, 325
Jefferson County Bank *v.* Eborn, 360, 373*a*, 380, 682, 683
Jefferson Gas Co. *v.* Davis, 1164, 1165
Jefferson Hotel Co. *v.* Brumbaugh, 425
Jeffersonville *v.* Myers, 1110
Jeffersonville *v.* Patterson, 346
Jeffersonville, M. & I. R. R. *v.* Downey, 120*b*
v. Esterle, 63, 65, 95
Jeffersonville R. R. *v.* Rogers, 372
Jeffery *v.* Bastard, 555
v. Chicago & M. E. R. R., 1160*a*
Jeffras *v.* McKillop, 448*b*
v. Bigelow, 125, 148, 769
v. Osborne, 1149*a*
Jeffries *v.* Seaboard A. L. R. R., 1303
Jegon *v.* Vivian, 501, 935
Jelalian *v.* New York, N. H. & H. R. R., 107*a*
Jelison *v.* Lee, 275
Jellett *v.* St. Paul, M. & M. Ry., 57, 853
Jemina, The, 587
Jemison *v.* Citizens' Sav. Bank, 512*a*
v. Governor, 30, 692*f*
v. Woodruff, 1060
Jemmison *v.* Gray, 412, 734
Jemo *v.* Tourist Hotel Co., 170*a*
Jenks *v.* Quinn, 961, 964
Jenkins *v.* Armour, 309
v. Bacon, 121*a*
v. Betham, 999*h*
v. Doolittle, 303
v. Hay, 688*a*
v. Hopkins, 966, 969
v. Jones, 962
v. Kirtley, 606
v. Lemonds, 692*a*
v. Long, 834*c*
v. McConico, 515
v. Means, 908
v. Mitchell, 531*a*
v. Montgomery L. Co., 933
v. Parkhill, 681, 685*b*
v. Pennsylvania R. R., 36*a*
v. Southern B. T. & T. Co., 893
v. Steanka, 1260
v. Stone, 991
v. Temples, 632
v. Troutman, 554
v. Womach, 984
Jenne *v.* Sutton, 36*a*
Jenness *v.* Simpson, 478
Jennette *v.* Sullivan, 639
Jennings *v.* Alaska Treadwell Gold Mining Co., 571*b*

[References are to sections]

Jennings *v.* Bond, 984, 988, 988*a*
v. Camp, 659
v. Johnson, 77
v. Loeffler, 514
v. Loring, 109
v. Lyons, 672, 673*f*
v. Maddox, 363*a*, 365, 373
v. Rogers S. P. Co., 1220
v. Smith, 851
v. Sparkman, 533, 536*a*, 537
v. Van Schaick, 1326
v. Willer, 419, 657
Jennings H. O. Snyd. *v.* Housserie-Latreille Oil Co., 493
Jennison *v.* Hapgood, 311*b*, 344
Jensen *v.* Chicago, S. P. M. & O. Ry., 484
Jermaine *v.* Waggoner, 1108
Jerman *v.* Stewart, 545
Jerome *v.* Ross, 1107
v. Smith, 387
Jersey City *v.* O'Callaghan, 324*a*
Jesse French P. & O. Co. *v.* Phelps, 135
v. Porter, 685*j*, 685*k*, 685*m*
Jesser *v.* Gifford, 74
Jessoy *v.* Horn, 405
Jestous *v.* Brooke, 606*c*
Jesus College *v.* Bloom, 1256*e*
Jeter *v.* Glenn, 238, 773, 976, 979, 982, 983
v. Littlejohn, 340*b*
Jevne *v.* Osgood, 685*m*
Jewell *v.* Colby, 363
v. Grand Trunk Ry., 121*b*
v. Schroeppel, 656
v. Thompson, 672
Jewett *v.* Brooks, 613, 665, 988
v. Fisher, 983
v. Israel, 1152
v. Lawrenceburgh & U. M. Ry., 630
v. Thompson, 334
v. Wanshura, 1251, 1252
v. Weston, 656, 660, 662
v. Whitney, 101, 107*d*
v. Wilmot, 608, 614
Joan *v.* Shiels, 901
Job T. Wilson, The, 590
Joch *v.* Dankwardt, 44
Jochams *v.* Ong, 753
Jockers *v.* Borgman, 363, 1249, 1250, 1251, 1252, 1254
Johannesson *v.* Borschenius, 58
Johanson *v.* The Bark Storia, 597*a*
John and Cherry Sts., Matter of, 1187
John Blaul & Sons *v.* Wandel, 248*a*, 533
John C. Lewis Co. *v.* Scott, 667
John D. Park & Sons Co. *v.* Hubbard, 84, 1256*i*
John Davis & Co. *v.* Insurance Co. of N. America, 723*a*
John H. Starin, The, 597*a*
John Henry, The, 587
John Hetherington & Sons *v.* William Firth Co., 824
John Hutchinson Mfg. Co. *v.* Pinch, 134*a*, 174, 186, 189, 646, 646*b*
John Monat Lumber Co. *v.* Wilmore, 251
John Soley & Sons *v.* Jones, 642
Johnson *v.* Allen, 78 Ala. 387; 246, 739
v. Allen, 100 N. C. 131; 360, 376, 385
v. Atlantic & S. L. R. R., 335
v. Arnold, 607, 607*a*
v. Bailey, 537, 538
v. Baltimore & P. R. R., 41, 486
v. Bay City, 1357
v. Blanks, 774
v. Beeney, 1027
v. Boston, 1165
v. Britton, 972
v. Camp, 373*a*, 384*a*
v. Caulkins, 641
v. Chamberlain, 692*k*
v. Chapman, 36*a*
v. Cherokee L. & I. Co., 834*c*
v. Chicago & N. W. Ry., 77 Ia. 666; 317, 318
v. Chicago & N. W. Ry., 64 Wis. 425; 86*b*, 172*a*
v. Chicago, R. I. & P. Ry., 1263
v. Collier, 364
v. Collins, 116 Mass. 392; 968, 979
v. Collins, 89 S. W. 253; 462
v. Conant, 101, 107*d*
v. Courts, 121*d*, 927
v. Culver, 439*d*, 762
v. Daily, 47
v. Downing, 325

[References are to sections]

Johnson *v.* Drummond, 1255
v. Dun, 256
v. Eicke, 311*a*
v. Elwood, 685
v. F. & M. Ry., **252**
v. Farwell, 265
v. Fish, 908
v. Futch, 910
v. Gavitt, 439*i*
v. Gillen, 317
v. Great N. Ry., 1346
v. Gwathney, 692*i*
v. Gwinn, 418
v. Hacker, 681*a*
v. Hamilton, 1010
v. Hannahan, 929, 1334
v. Heath, 1348
v. Henry, 603
v. Hessel, 688*a*
v. Hoffman, 1044
v. Holyoke, 195
v. Hughes, 692*f*
v. Hulett, 990*a*
v. Ish, 1347
v. Jenkins, 370, 637, 641*a*
v. Jones, 1031
v. Lancashire & Y. Ry., 493
v. Levy, 3 Cal. App. 591; 171
v. Levy, 118 La. 447; 638*a*
v. Levy, 122 La. 118; 637, 639
v. Long Island R. R., 1333, 1367
v. McMullin, 1007
v. Manhattan Ry., 1303
v. Marks, 55, 493*a*
v. Marshall, 515
v. Mathews, 153
v. Meeker, 211
v. Meyer, 69, 325
v. Miln, 1063
v. Missouri P. Ry., 574
v. Moser, 685*h*
v. Mullin, 1277
v. Northern P. R. R., 86*c*, 860
v. Nyce, 976
v. Old Colony R. R., 1163
v. Parkersburg, 1149
v. Perry, 226*j*
v. Purvis, 973
v. Railroad, 1109
v. Robertson, 443
Johnson *v.* Rochester Ry., 1367
v. St. Louis, 1123
v. St. Louis Butchers' Supply Co., 1032
v. St. Paul & D. R. R., 584*a*
v. St. Paul City Ry., 1348
v. St. Paul & W. C. Co., 1365
v. Schultz, 1249, 1256
v. Semple, 305
v. Slaymaker, 657
v. Smith, 385, 386, 387, 490
v. Southern Pac. R. R., 577
v. Stallcup, 271
v. State, 170
v. Stear, 80, 627
v. Stinger, 109
v. Sumner, 317, 519
v. Tillson, 481
v. Travis, 638
v. Troy, 1270*a*
v. Union Pac. R. R., 1354
v. United States, 999*e*
v. Von Kettler, 66 Ill. 63; 384
v. Von Kettler, 84 Ill. 315; 1270
v. Weed, 798
v. Weedman, 352
v. Wells, 44, 488
v. Western U. T. Co., 79 Miss. 58; 170, 879, 888
v. Western U. T. Co., 81 S. C. 235; 46*a*, 894*b*, 894*d*
v. Western U. T. Co., 82 S. C. 87; 894*d*
v. White Mountain C. C. Assoc., 1049
v. Williams, 370, 681*a*, 692, 692*i*
Johnson & Co., Ltd., *v.* Johanson, 599
Johnson Ave., *In re*, 243*c*
Johnson County *v.* Carmen, 573*a*
Johnston *v.* Albany Dry Goods Co., 254*a*
v. Christie, 70
v. Cleveland & T. R. R., 579
v. Cowan, 423
v. Crawford, 386, 487*a*
v. Disbrow, 376
v. Manhattan Ry., 1200
v. Old Colony R. R., 1117
v. Sexton, 681*a*
v. Southern Pac. Co., 1309

[References are to sections]

Johnston *v.* Wells, 490
Johnstone *v.* Hall, 990*c*
v. Richmond & D. R. R., 851
Joice *v.* Branson, 360, 364, 365
Joiner *v.* Texas & P. Ry., 1371
Joliet *v.* Adler, 1138, 1165*b*
v. Blower, 1110, 1121, 1151
v. Conway, 180, 486
v. Fox, 171
v. Henry, 171*a*
v. Le Pla, 221*b*
Jolley *v.* Rutherford, 684
Jolly *v.* Des Moines Northwestern R. R., 1154*c*
v. Parral & D. R. R., 647*b*
v. Single, 134*a*
v. Terre Haute D. B. Co., 593
Jonas *v.* Noel, 984
v. Springfield Waterworks Co., 999*c*
Jones *v.* Adams, 655
v. Allen, 86*a*, 685*g*
v. Alsbrook, 565*a*
v. Annis, 542
v. Bates, 1251
v. Blair, 555
v. Boyce, 43*h*, 226*a*
v. Bradford, 807*a*
v. Brooke, 705, 803
v. Brooklyn Heights R. R., 43*i*
v. Brown, 302*a*
v. Bunker Hill & S. M. & C. Co., 1354
v. Call, 182*a*
v. Carragan, 1168
v. Chamberlain, 276, 736
v. Chapman, 448*d*
v. Chicago & I. R. R., 1165
v. Childs, 684*a*, 795
v. Cobb, 107*d*, 492*a*
v. Coffey, 914
v. Cooley Lake Club, 937, 942
v. Corte, The, 47
v. Deyer, 672, 1064
v. Doles, 541
v. Dyke, 838, 1002
v. Erie & W. V. R. R., 1120
v. F. S. Rayster Guano Co., 947
v. Festiniog Ry. Co., 33
v. Fletcher, 265
v. Foster, 313*a*
Jones *v.* Galigher, 310
v. Gardiner, 1021*a*
v. Gardner, 301
v. George, 56 Tex. 149; 133, 191
v. George, 61 Tex. 345; 766
v. Gilbert, 567
v. Gooday, 939
v. Greeley, 445
v. Green, 408
v. Hannovan, 101, 940
v. Haseltine, 974
v. Hayden, 704
v. Hays, 684
v. Hicks, 78
v. Horn, 82, 497*e*, 1069
v. Jackson, 667
v. Jenkins, 458, 459
v. Jennings, 753
v. Jones, 16 Ala. 545; 808
v. Jones, 71 Ill. 562; 363*a*, 366
v. Jones, 1 Ired. Eq. 332; 310*a*
v. Jones, 2 Swan, 605; 660, 665
v. Joyner, 801
v. Judd, 655*c*
v. Just, 762
v. Kansas City, F. S. & M. Ry., 574*a*, 577
v. Keith, 1152*a*
v. Kellogg, 497*f*
v. King, 109
v. Kinney, 439*i*
v. Kramer & Bros. Co., 924
v. Lamon, 378, 565*a*
v. Leonardt, 578
v. Lewis, 236, 1257
v. Lowell, 83
v. McNeil, 55
v. Mallory, 305
v. Manufacturers' Nat. Bank, 341
v. Marsh, 659
v. Marshall, 1263
v. Matthews, 361
v. Mayer, 766
v. Merrill, 915
v. Mial, 607
v. Morehead, 1230
v. Morgan, 1298
v. Mudd, 1025
v. Murray, 448*a*
v. Nathrop, 186

[References are to sections]

Jones *v.* National Printing Co., 166, 742
v. Nelson, 186
v. New Orleans & S. R. R., 1133, 1175
v. N. Y., 655*a*
v. Niagara Junction Ry., 1354
v. Noe, 107*d*, 973
v. Peterson, 482
v. Portland, 1307
v. Queen, 407, 419
v. Rahilly, 374
v. Richardson, 1301
v. Ross, 766
v. Scriven, 1072
v. Seattle, 1143*a*
v. Seligman, 1164
v. Smith, 691*a*
v. Snider, 497*g*
v. State, 704
v. Stevenson, 451
v. Telegraph Co., 109, 893
v. Texas & N. O. R. R., 43*f*, 864
v. Texas & P. Ry., 226*a*
v. Townsend, 452
v. Turpin, 360, 388
v. United States, 942
v. Utica & B. R. R. R., 1291
v. Vance Shoe Co., 673*d*
v. Van Patten, 30
v. Voorhees, 873
v. Wells, 856*a*
v. Wills Valley R. R., 1137
v. Wolcott, 835, 836, 837
v. Woodbury, 655
Jones's Appeal, 1300
Jones & Adams Co. *v.* George, 1331
Jones Lumber Co. *v.* Gatliff, 934
Jonesboro L. C. & E. Ry. *v.* Cable, 937
v. Crigger, 416
Jonsson *v.* Lindstrom, 935*a*
Joost *v.* Craig, 692*g*
Joplin C. M. Co. *v.* Joplin, 1123
Joplin Water Co. *v.* Bathe, 762
Jordan *v.* Adams, 801
v. Benwood, 69, 72, 74, 1123
v. Bowen, 1309
v. Cedar Rapids & M. C. Ry., 181
v. Delaware & A. T. Co., 930, 933
v. Eaton, 858
v. Fitz, 659
Jordan *v.* La Vine, 689*a*
v. Lewis, 411
v. Middlesex R. R., 180, 486
v. New York & H. R. R., 1356
v. Patterson, 159, 162
v. Seattle, 121*b*, 1355
v. Thomas, 539
v. Warren Ins. Co., 710, 841
Joseph *v.* Edison Electric Co., 1353
v. Lyon, 325
v. Richardson, 762, 773
v. Sulzberger, 741
Joseph Schlitz Brewing Co. *v.* Compton, 93
v. Duncan, 218
Josey *v.* Wilmington & M. R. R., 432*a*
Joske *v.* Pleasants, 608, 614, 642
Josling *v.* Irvine, 734
Joshua Barker, The, 596, 845
Joshua L. Bailey & Co. *v.* Western U. T. Co., 891
Jourolmon *v.* Ewing, 282, 301*b*, 340
Joy *v.* Bitzer, 125, 769
v. Grindstone Neck Water Co., 1152
v. Hopkins, 1294
v. Morgan, 814
v. Security Ins. Co., 722
Joyal *v.* Barney, 544
Joyner *v.* Weeks, 999*g*
Jozsa *v.* Moroney, 454
Juchter *v.* Bochm, 1304
Jucher *v.* Whitridge, 1367
Judd *v.* Ballard, 486*b*
v. Dennison, 762*a*
Judden *v.* Dike, 301, 311*c*
Judice *v.* Southern Pac. Co., 610
Judge *v.* New York C. & H. R. R. R., 1149*b*
Judkins *v.* Walker, 673*a*
Judson *v.* Griffin, 274
v. Reardon, 1336
Juilliard *v.* Greenman, 269
Juillard *v.* Orem, 310*a*
Julius Jonson's Sons *v.* Buellesbach, 166
Junel *v.* Mar Ins. Co., 717
Junction Lumber Co. *v.* Sharp, 948
Junction R. R. *v.* Rogers, 380
June *v.* Falkinburg, 762

[References are to sections]

Jungblum *v.* Minneapolis N. W. & S. W. R. R., 942
Juniata, The, 588, 599
Just *v.* Greve, 89
v. Porter, 535
Justice *v.* Kirlin, 445
v. Mendell, 493
v. Nesquehoning V. Ry., 1175
v. Philadelphia, 1157
Justy *v.* Erro, 834*d*
Jutte *v.* Hughes, 155, 226*b*, 948, 1265
Juul *v.* Kitsap Transp. Co., 1358

K

K. B. Koosa & Co. *v.* Warten, 990
K. E. Mining Co. *v.* Jacobson, 412
Kabus *v.* Frost, 992
Kadgin *v.* Miller, 1254
Kadish *v.* Young, 636*a*, 636*f*, 753, 758
Kafer *v.* Harlow, 689*a*
Kahn *v.* Kahn, 90
Kake *v.* Horton, 574*a*, 578
Kalbfleisch, The, 597*a*
Kalckhoff *v.* Zoehrlaut, 256
Kalembach *v.* Michigan Cent. R. R., 1371
Kaley *v.* Shed, 55, 60
Kalfur *v.* Broadway F. & M. A. R. R., 1356
Kalkhoff *v.* Nelson, 90, 636*d*
Kalkman *v.* Baylis, 674
Kamerick *v.* Castleman, 317
Kampmann *v.* Rothwell, 1347
Kane *v.* Johnson, 182*b*, 565*c*
v. Mitchell Transportation Co., 1367
v. New York Elevated Railroad, 1191
v. New York, N. H. & H. R. R., 86*c*
v. Ohio Stone Co., 657
v. Sanger, 956, 959
v. Smith, 310
Kankakee & S. R. R. *v.* Horan, 131 Ill. 288; 926
v. Horan, 23 Ill. App. 259; 95, 225
Kannon *v.* Pillow, 911
Kansas & C. P. Ry. *v.* Curry, 89, 636*g*
Kansas & T. C. Co. *v.* Reed, 1364
Kansas B. P. Co. *v.* United States F. & G. Co., 688*a*
Kansas Central Ry. *v.* Allen, 1149, 1154
Kansas City *v.* Davidson, 611
v. Frohwerk, 924
v. Kansas City B. Ry., 1164
v. Manning, 1348
v. Morse, 1168
v. Morton, 1172*a*
v. Mulkey, 1160
Kansas City & E. R. R. *v.* Kregelo, 1165, 1166
Kansas City & O. R. R. *v.* Rogers, 933
Kansas City & T. Ry. *v.* Splitlog, 253, 1171
Kansas City E. & S. R. R. *v.* Merrill, 1154
Kansas City, F. S. & M. R. R. *v.* Cook, 942
v. Daughtry, 584
v. Eagan, 490
Kansas City, F. S. & G. R. R. *v.* Kier, 368
Kansas City, Ft. S. & M. R. R. *v.* Little, 865
v. McGahey, 873
v. Stoner, 860
Kansas City Hotel Co. *v.* Sauer, 238, 806
Kansas City H. P. Co. *v.* Devol, 1230, 1243
Kansas City M. & B. R. R. *v.* Doughtry, 377*a*
v. Foster, 865
v. Lackey, 1110
v. Southern Ry. News Co., 795
Kansas City, M. & O. Ry. *v.* Mayfield, 937
Kansas City, M. & B. R. R. *v.* Phillips, 380
v. Sanders, 571*b*
Kansas City, O. L. & T. Ry. *v.* Weidenmann, 252
Kansas City R. R. *v.* Berry, 336
Kansas City S. & G. R. R. *v.* Louisiana W. R. R., 1152*a*, 1169
Kansas City S. B. R. R. *v.* Norcross, 1154, 1161
Kansas City S. C. & R. Co. *v.* Taylor, 1354

Kansas City, St. J. & C. B. R. R. *v.* Simpson, 851
Kansas City S. Ry. *v.* Anderson, 1169
v. Boles, 1168
v. Frost, 577
v. Henrie, 1367
v. Hewie, 574*a*
Kansas City Star Co. *v.* Carlisle, 447, 448*a*
Kansas City Stock Yard Co. *v.* Hawkins, 852
Kansas City, W. & N. W. R. R. *v.* Fisher, 1171
Kansas P. Ry. *v.* Cutter, 580
v. Little, 368
v. Lundin, 574*a*
v. Mihlman, 92, 95, 214, 226*b*
v. Miller, 584
v. Pointer, 41, 47, 180, 226*f*, 481, 485
v. Peavey, 1357
v. Reynolds, 854
Kansas Protective Union *v.* Whitt, 732
Kansas Z. M. & S. Co. *v.* Brown, 933
Karan *v.* Pease, 580*a*
Karasich *v.* Hasbrouch, 1347
Karbach *v.* Fogel, 988*a*
Karch *v.* Commonwealth, 692*i*
Karczenska *v.* Chicago, 1354
Kares *v.* Covell, 1012*a*
Karkowski *v.* Pitass, 377
Karnitzky *v.* Banwer, 414
Karns *v.* Allen, 36*a*
Karr *v.* Karr, 311*d*
v. Parks, 485
v. Peter, 679*a*
Karst *v.* St. Paul, S. & T. P. R. R., 214*b*, 932, 939
Karthaus *v.* Owings, 689*a*
Karwowski *v.* Pitass, 368
Kaskaskia Bridge Co. *v.* Shannon, 1031
Kaspari *v.* Marsh, 574
Kasper *v.* Walla, 495
Kastner *v.* Long Island R. R., 380
Katahdin P. & P. Co. *v.* Peltomaa, 1270*a*
Kattelman *v.* Guthrie, 311*d*
Katz *v.* Brooklyn Heights R. R., 1369
v. Cleveland, C. C. & St. L. Ry., 856
Katz *v.* Wolf, 170
Kauffman *v.* Babcock, 182*b*
Kaufman *v.* Fye, 639*a*, 640*a*
v. Tacoma, O. & G. H. R. R., 1123, 1143a
v. Tredway, 302*a*
v. Wicks, 357, 383*a*
Kauss *v.* Rohner, 671
Kavanagh *v.* Brooklyn, 1112
Kavanaugh *v.* Day, 678
v. Taylor, 170*a*, 317
Kaven *v.* South Omaha, 1154
Kayser *v.* Chicago, B. & Q. R. R., 1165*a*, 1166
Kazy *v.* Western U. T. Co., 45*a*, 894
Keables *v.* Christie, 1304
Keaggy *v.* Hite, 493
Keane *v.* Branden, 310
v. Main, 364
v. Seattle, 1352
Kear *v.* Garrison, 43*i*
Kearney *v.* Boston & W. R. R., 570*b*
v. Clutton, 497*e*
v. Doyle, 655*b*
v. Fitzgerald, 36*a*, 1251, 1252, 1256
v. Metropolitan El. R. R., 1201
Keast *v.* Santa Ysabel G. M. Co., 574
Keating *v.* Boston El. Ry., 486*c*
v. Cincinnati, 939
v. Springer, 1057
Keber *v.* Mahoney City Gas Co., 182
Keck *v.* Bieber, 410, 413
Kedden *v.* Public Service Ry., 1364
Keeble *v.* Keeble, 415, 416
Keefe *v.* Fairfield, 412
v. Lee, 1261, 1270*a*
Keegan *v.* Harlan, 182
v. Kinnare, 999*j*, 1042
Keehn *v.* McGillicuddy, 1112*a*
Keehner *v.* Kinder, 339
Keel *v.* Ogden, 684
Keeler *v.* Herr, 657
v. Ricker, 682
v. Wood, 238, 962, 982, 983
Keeler Co. *v.* Schott, 753
Keeley *v.* Great No. Ry., 578
Keeling *v.* Pommer, 1249, 1249*a*
Keen *v.* St. Louis, I. M. & S. R. R., 1270
v. Whittington, 688

[References are to sections]

Keenan *v.* Getsinger, 664*a*
v. Metropolitan St. Ry., 1270*a*
Keene *v.* Dilke, 226*c*
v. Keene, 287, 325
v. Lizardi, 378
v. Metropolitan El. R. R., 1205*c*
Keenholts *v.* Becker, 88, 444*a*
Keenan *v.* Cavanaugh, 125*a*, 929
Keep *v.* Fuller, 1237
Keesling *v.* Frazier, 803
Kehoe *v.* Allentown & L. V. Traction Co., 218
v. Philadelphia, 110
v. Rutherford, 615, 655*b*
Kehrer *v.* Richmond City, 1112
Kehrig *v.* Peters, 378
Keiffer *v.* Smith, 55
Keigher *v.* St. Paul, 337
Keil *v.* Chartiers V. C. Co., 380
Keiley *v.* The Cypress, 599
Keir *v.* Leeman, 36
Keirn *v.* Warfield, 101
Keirnan *v.* Heaton, 373, 932
Keith *v.* Day, 962
v. Haggart, 82
v. Ham, 58
v. Henkleman, 685, 685*j*
v. Hinkston, 89, 636*h*
v. Ridge, 656
v. Tilford, 1297
Keithsburg & Eastern R. R. *v.* Henry, 1129, 1138
Kell *v.* Trenchard, 778
Kellam *v.* Hampton, 408, 414
Kellar *v.* Carr, 689*a*
v. Lewis, 226*f*
Keller *v.* American B. P. Co., 448
v. Berry, 1309
v. Boatman, 791
v. Gilman, 486*a*, 1307
v. Stoltzenbaugh, 1216
Kellerman *v.* Arnold, 1247, 1249, 1254
v. Kansas City, S. J. & C. B. R. R., 851
Kellett *v.* Robie, 637, 1339
Kelley *v.* Archer, 493*a*
v. Bradford, 661
v. Central R. R., 573*a*, 574*a*
v. Dillon, 448*d*
v. Highfield, 637*a*, 639*a*
Kelley *v.* Kelley, 484
v. Louisville & N. R. R., 1167
v. Mckibben, 540
v. Miles, 984, 987
v. Ohio R. R. R., 573*a*
v. Phoenix Nat. Bank, 325, 340*b*
v. Riley, 639
v. Seay, 676
v. State, 692*e*
v. Third Nat. Bank, 1258
v. West, 1025
Kelley, Maus & Co. *v.* La Crosse Carriage Co., 603
Kellinger *v.* Forty-second St. & G. S. F. R. R., 1183, 1184, 1187
Kellogg *v.* Albany & H. R. & P. Co., 1367
v. Citizens' Ins. Co., 664
v. Curtis, 411
v. Frohlich, 753
v. Hickok, 341
v. Kirksville, 95
v. Krauser, 1295
v. Lavender, 326
v. Malick, 993, 999
v. Malin, 65, 970, 973
v. Manro, 553, 554, 686
v. Ry., 67*a*
v. Scott, 692*a*
v. Sweeney, 46 N. Y. 291; 271, 272
v. Sweeney, 1 Lans. 397; 272
v. Thompson, 256
Kellogg Bridge Co. *v.* United States, 642
Kelly *v.* Allen, 1016, 1027
v. Altemus, 133, 538
v. Baltimore, 1172*a*
v. Butte, 942, 1347
v. Carthage Wheel Co., 664, 667, 669
v. Cunningham, 772
v. Dutch Church of Schenectady, 959, 985
v. Fahrney, 153*a*
v. Fall Brook Coal Co., 313
v. Fejervary, 413, 419
v. Low, 979
v. McDonald, 1326
v. McKibben, 226*c*
v. Moody, 692*b*

[References are to sections]

Kelly *v.* New York & M. B. R. R., 70
v. Partington, 113
v. Pember, 1050
v. Peirce, 622*b*, 756
v. Renfro, 50, 53, 641*c*
v. Rochester, 1371
v. Rogers, 233, 234
v. Sherlock, 98, 1368
v. Smith, 821
v. United States, 642
v. Wheel Co., 666
Kellyville Coal Co. *v.* Moreland, 1309
Kelsey *v.* Murphy, 335
v. Remer, 226*e*, 979, 980
Kelso *v.* Marshall, 752
v. Reid, 418
Kelty *v.* Jones, 107*d*
Kember *v.* Southern Exp. Co., 851
Kemble *v.* Farren, 399, 413
Kemmerer *v.* Edleman, 99
v. Kemmerer, 310*a*
Kemner *v.* Beaumont Lumber Co., 959
Kemp *v.* Finden, 808
v. Knickerbocker Ice Co., 423
v. Pennsylvania R. R., 1109
v. Western U. T. Co., 876
Kemper *v.* Louisville, 1166*d*
Kempker *v.* Roblyer, 819
Kempner *v.* Cohn, 1012
v. Heidenheimer, 1023
Kendall *v.* Albia, 47, 226*f*, 482
v. Alcshire, 692*i*
v. Fitts, 531, 535
v. Lewiston Water Power Co., 335
v. May, 1304
v. Stone, 5 N. Y. 14; 455
v. Stone, 2 Sandf. 269; 352
Kendall B. N. Co. *v.* Commissioners of Sinking Fund, 613, 614
Kenderdine Hydro-Carbon Fuel Co. *v.* Plumb, 610, 619, 625
Kendrick *v.* Forney, 801
v. Kemp, 446
v. McCrary, 48, 473
v. Ryus, 1027
v. Towle, 318
Kenerson *v.* Colgan, 607*a*
Kenkele *v.* Manhattan R. R., 1190
Kenley *v.* Commonwealth, 689*a*
Kennebeck Co. *v.* Boulton, 36*a*
Kennebeck Purchase *v.* Boulton, 1279
Kennebec Water Dist. *v.* Waterville, 1171*c*
Kennedy *v.* American Express Co., 200
v. Barnwell, 308*a*
v. Brown, 681*a*
v. Chicago, M. & S. P. Ry., 1354, 1359
v. Dodge, 852, 1049
v. Dubuque, etc., R. R., 1167
v. Erdway, 366, 373
v. Gregory, 448*d*
v. Nims, 688
v. North Missouri R. R., 347
v. Rodgers, 637, 638, 368*a*, 638*b*
v. St. Paul City Ry., 1347, 1364
v. South Shore Lumber Co., 666
v. Strong, 295, 317
v. Standard Sugar Refinery, 570*b*
v. Sullivan, 1254
v. Travis County, 1149
v. Way, 1368
v. Whitwell, 317, 519
v. Woodrow, 364, 377
Kennett *v.* Fickel, 537, 1296
Kenney *v.* Hannibal & S. J. Ry., 293
v. Knight, 633
v. South Shore N. G. & F. Co., 1358
Kennison *v.* Taylor, 283, 239, 966, 982, 983
Kennon *v.* Dickins, 345
v. Gilmer, 1330
v. Thompson, 343
v. Western U. T. Co., 101
Kenny *v.* Collier, 98, 183, 984
v. Knickerbocker B. & Y. Co., 614
v. Marquette Cement Mfg. Co., 1357
Kenrig *v.* Eggleston, 121*b*
Kent *v.* Ætna Ins Co., 725
v. Bonzey, 453
v. Bown, 331
v. Dunham, 301*c*
v. Ginter, 516*a*, 745
v. Halliday, 133
v. Hudson R. R. R., 847
v. Kelway Lane, 121*b*
v. Kent, 302*a*
v. St. Joseph, 1140

[References are to sections]

Kent County Agricultural Society *v.* Ide, 935*a*
Kenton Ins. Co. *v.* First Nat. Bank, 303
Kentucky *v.* Janicek, 1165*a*
Kentucky & I. B. & R. Co., *v.* Singheiser, 1347
Kentucky & I. C. Co. *v.* Cleveland, 611
v. Morgan, 935
Kentucky C. R. R. *v.* Ackley, 41, 47, 180, 226*f*
v. Dills, 368
v. Gastineau, 584
v. Ryle, 1356
Kentucky D. & W. Co. *v.* Barrett, 948
v. Lillard, 608
Kentucky Hotel Co. *v.* Camp, 1348
v. Hood, 143, 373
Kentucky L. & I. Co. *v.* Crabtree, 689*a*
Kentucky M. Ry. *v.* Stump, 373
Kentucky Stave Co. *v.* Page, 933, 934
Kentucky Title Co. *v.* English, 346
Kentucky Wagon Mfg. Co. *v.* Shake, 1359
Kenwood Bridge Co. *v.* Dunderdale, 655*c*
Kenworthy *v.* Hopkins, 700
v. Stevens, 657
Kenyon *v.* Cameron, 360, 387
v. Goodall, 153
v. New York C. & H. R. R. R., 924, 932
v. Western U. T. Co., 109
v. Woodruff, 440, 785, 802
Keon *v.* Whitney, 999*c*
Kepple *v.* Keokuk, 1112*a*
v. Lehigh C. & N. Co., 924
v. Petersburg R. R., 278
Kerfoot *v.* Marsden, 638
Kerkow *v.* Bauer, 573*a*, 580, 1251
Kerley *v.* Richardson, 975, 979, 1013
Kerling *v.* G. W. Van Dusen & Co., 580*a*, 1367
Kern *v.* Creditors, 803
Kerngood *v.* Gusdorf, 685*h*
Kernochan *v.* Manhattan R. R., 1201
v. New York B. F. I. Co., 725
v. New York El. R. R., 926, 1201
Kerns *v.* Hagenbuchle, 637, 637*a*, 1339, 1340
Kerr *v.* Blair, 246
Kerr *v.* Cusenbary, 673*d*
v. Fullarton, 686
v. Haverstick, 326, 328
v. Love, 312
v. Minnesota M. B. Assoc., 732
v. Mount, 493*a*
v. O'Connor, 36*a*
v. Quaker City Ins. Co., 716
v. Shaw, 456
v. South Park Comrs., 1138, 1162
v. Union Ry., 1368
Kerrigan *v.* Market St. R. R., 580
v. Pennsylvania R. R., 1306
Kersenbrock *v.* Martin, 531*a*
Kersey *v.* Schuylkill River E. S. R. R., 1142, 1149, 1164
Kerslake *v.* McInnis, 412
Kervin *v.* Utter, 313
Kerz *v.* Wold, 685*j*, 685*k*
Kesler *v.* Smith, 574
Kessee *v.* Mayfield, 673*f*
Kester *v.* Miller, 760
v. Western U. T. Co., 45*a*, 894
Ketcham *v.* Cohn, 66
v. Fox, 1254
Ketchum *v.* Wells, 1060
Kettle *v.* Harvey, 661
v. Hutchinson, 1060
v. Lipe, 802
Kettleworth *v.* Refuge Assur. Co., 439*c*
Key *v.* Hobson, 1053
v. Key, 1012
Keyes *v.* Devlin, 481, 487*a*
v. Minneapolis & St. Louis Ry., 44, 226*a*
v. Pueblo S. & R. R., 1222
v. Western V. S. Co., 209, 226, 618, 647*c*, 991, 992, 1070
v. Morrison, 294
Keyser *v.* Jurvelius, 857
v. Lake Shore & M. S. Ry., 95, 1109
Keystone L. & I. Co. *v.* McGrath, 363*a*, 368
Keystone L. & S. M. Co. *v.* Dole, 660, 662
Keystone Mfg. Co. *v.* Adams, 1243
Keyworth *v.* Hill, 492*a*
Kibler *v.* Southern Ry., 365
Kick *v.* Doerste, 606, 655*f*

[References are to sections]

Kicks *v.* State Bank, 1012*a*
Kidd *v.* McCormick, 633*d*
v. Mitchell, 515
Kidder *v.* Barker, 547
v. Oxford, 331*a*
Kidney *v.* Stoddard, 439*f*
Kielty *v.* Buehler-Cooney Const. Co., 1355
Kienle *v.* Fred Gretsch Realty Co., 995
Kiernan *v.* Chicago, S. F. & C. Ry., 1294
v. Germain, 991
v. Rocheleau, 762
Kiersted *v.* State, 686
Kiff *v.* Youmans, 384, 487
Kiger *v.* McCarthy Co., 1011
Kilbourn *v.* Thompson, 364, 366, 368, 461, 462, 464
Kilbourne *v.* State Inst., 1286*b*
Kilburn *v.* Coe, 1250
Kilby *v.* Erwin, 933
Kiley *v.* Lee Canning Co., 753
v. Western U. T. Co., 109 N. Y. 231; 875, 876
v. Western U. T. Co., 39 Hun, 158; 888
Kilgore *v.* Powers, 326
Kille *v.* Ege, 908, 911
Killen *v.* North Jersey St. Ry., 1371
Killian *v.* Eigenmann, 294
Killilan *v.* Herndon, 339*a*
Kilmer *v.* Parrish, 1368, 1369
v. Reckitt, 1358
Kilmore *v.* Abdoolah, 1282
Kilpatrick *v.* Haley, 378, 380*a*
v. Inman, 617
v. William Whitmer & Sons, 734
Kimball *v.* Adams, 1174
v. Bryant, 966, 979
v. Connolly, 560
v. Deere, 752
v. Doggett, 993
v. Holmes, 44*a*, 436
v. Marshall, 82
Kimball & A. M. Co. *v.* Vroman, 764
Kimball Bros. Co. *v.* Citizens' Gas & Electric Co., 205
Kimberly *v.* Howland, 43*h*, 486*a*
Kimel *v.* Kimel, 98, 99
Kimes *v.* St. Louis, I. M. & S. Ry., 293
Kimic *v.* San Jose-Los Gatos I. Ry., 1326, 1360
Kimmell *v.* Burns, 326, 328
Kimports *v.* Breton, 734
Kincaid *v.* Brittain, 966
v. Price, 753
v. Walla Walla V. T. Co., 1348
Kindred *v.* Stitt, 464
King *v.* Bangs, 73, 81
v. Board of Council of City of Danville, 941
v. Bressie, 1027, 1052
v. Brewer, 677
v. Brown, 651, 673*b*, 1020
v. Buckman, 301*b*
v. Chicago, M. & S. P. Ry., 85*c*
v. Comrs. of Sewers, 1108
v. Des Moines, 647
v. Diehl, 301*c*
v. Finch, 340*b*
v. Fowler, 937
v. Franklin, 492*a*
v. Gilson, 966, 977
v. Gray, 1013
v. Ham, 497
v. Hanson, 385
v. Herron, 692*a*
v. Hudson R. R. R., 620
v. Iowa M. R. R., 1110
v. Kerr, 961, 978, 981
v. Kersey, 639
v. Little, 912, 913
v. London Dock Co., 1093
v. Merriman, 503, 934
v. Minneapolis N. Ry., 252, 1171
v. Mott, 1028
v. Nichols, 53 Minn. 453; 618
v. Nichols, 16 Oh. St. 80; 692*i*
v. Orser, 55*a*, 76, 244, 493
v. Oshkosh, 481, 485, 1289, 1307
v. Perfection B. M. Co., 618
v. Phillips, Peters C. C. 350; 803
v. Phillips, 95 N. C. 245; 339
v. Pyle, 960, 975, 1028
v. Ramsey, 691*a*, 691*b*
v. Root, 352, 377, 451
v. Sassaman, 364, 377
v. Scammonden, 964
v. Shepherd, 317, 845
v. Sherwood, 852

[References are to sections]

King *v.* Southern Pac. Co., 317, 318
v. State M. F. I. Co., 725
v. Steiren, 206, 227, 667
v. Waterman, 636*d*
v. Will J. Block Amusement Co., 667
v. Wise, 1041
v. Woodbridge, 854
King County, *v.* Ferry, 692*b*
Kingdom *v.* Cox, 659
Kingfisher *v.* Altizer, 1309
Kinghorne *v.* Montreal Telegraph Co., 883
Kingman *v.* Western Mfg. Co., 613, 636*c*, 752
Kingman & Co. *v.* Hanna Wagon Co., 752
Kingsbury *v.* Millner, 959, 982
v. Smith, 495, 983
v. Westfall, 67*a*, 999*c*
Kingsland *v.* Clark, 999*d*
Kingston *v.* Fort Wayne, etc., Ry., 1303
Kinnaird *v.* Standard Oil Co., 91
Kinne *v.* New Haven, 1041
Kinnear *v.* Robinson, 494
Kinner *v.* Shepard, 1230
Kinney *v.* Crocker, 482*a*
v. Folkerts, 1354
v. Watts, 959, 985
Kinports *v.* Breon, 763
Kinsella *v.* Riesenberg, 1270*a*
Kinsey *v.* Wallace, 1330
Kinssly *v.* Hire, 384
Kintz *v.* McNeal, 946
Kip *v.* Brigham, 792, 805
Kipp *v.* Wiles, 737
Kirbs *v.* Provine, 682
Kirby *v.* Armstrong, 1233
v. Forbes, 691*d*
v. Railroad, 1110, 1167
v. St. Louis & S. F. R. R., 1352, 1355
v. Western U. T. Co., 876
Kirby Lumber Co. *v.* C. R. Cummings & Co., 742
v. Lloyd, 484, 485
Kirchman *v.* Tuffli Bros. P. I. & C. Co., 753
Kirchner *v.* Myers, 1248, 1251
Kirk *v.* Du Bois, 1243
Kirk *v.* Hartman, 667
v. Seattle Electric Co., 181
Kirkeys *v.* Crandall, 819
Kirkman *v.* Vanlier, 303, 341
Kirkpatrick *v.* Downing, 1007
v. McNamee, 935
Kirksey *v.* Friend, 795
v. Jones, 683
Kirschmann *v.* Lediard, 753
Kirtland *v.* Molton, 278
Kissecker *v.* Monn, 927
Kissinger-Ison Co. *v.* Bradford Belting Co., 1230
Kist *v.* Atkinson, 1038
Kitchen *v.* Branch Bank at Mobile, 301
Kitchen Bros. Hotel Co. *v.* Philbin, 182, 988*a*
Kitchenman *v.* Skeel, 1276, 1277
Kittel *v.* Augusta, T. & G. R. R., 305
Kittel's Estate, 305
Kittredge *v.* McLaughlin, 345
Kitzinger *v.* Sanborn, 734
Kivett *v.* Western U. T. Co., 894*d*
Klages *v.* Philadelphia & R. T. R. R. R., 331*a*
Klein *v.* Atchison, T. & S. F. Ry., 1363
v. Burleson, 1270
v. East River Electric Light Co., 346
v. Equitable Gaslight Co., 126*d*
v. Jewett, 486
v. Klein, 1271
v. Second Avenue R. R., 482*a*
v. Thompson, 67
Kleiner *v.* Third Ave. R. R., 1270*a*
Klemm *v.* New York C. & H. R. R., 1367
Kleppner *v.* Lemon, 999*k*
Klewin *v.* Bauman, 364, 377
Klieb *v.* McInturff, 778
Klinck *v.* Colby, 447
Kline *v.* Kline, 43*i*, 484
v. McCandless, 494*c*, 565*a*
Klingman *v.* Holmes, 376
v. Racine Sattley Co., 608, 633
Klinkert *v.* Fulton S. & M. Co., 531*a*, 536, 537, 538
Klock *v.* Robinson, 334, 336
Klopfer *v.* Bromme, 386, 475
Kopp *v.* Chicago, M. & St. P. Ry., 1149

[References are to sections]

Klosterman *v.* Chesapeake & O. R. R., 1149
Knadler *v.* Sharp, 979
Knapp *v.* Banks, 1285
v. Barnard, 136, 565*c*
v. Campbell, 451
v. Great W. Ry., 95
v. Lee, 973
v. Maltby, 400, 417
v. Roche, 57
v. Sioux City & P. Ry., 485, 1355
v. United States & C. Exp. Co., 256, 819, 856*a*
Knatz *v.* Wise, 311*f*
Kneeland *v.* American L. & T. Co., 336
Knefel *v.* Ahern, 235*a*
Knepper *v.* Kurtz, 973
Knettle *v.* Crouse, 345
Knickerbocker *v.* Wilcox, 803
Knickerbocker Ice Co. *v.* Gardiner Dairy Co., 364, 470*a*
v. Leyda, 172
Knickerbocker Ins. Co. *v.* Gould, 301, 724
Kniffen *v.* McConnell, 638, 639, 640*a*, 641
Knight *v.* Beckwith Commercial Co., 375, 540
v. Chicago, R. I. & P. Ry., 214*b*
v. Egerton, 61, 990*a*
v. Eureka Ins. Co., 712*a*
v. Foster, 445, 452
v. Hughes, 808
v. Maclean, 678
v. Mantz, 304
v. Mitchell, 310
v. N. Y., L. E. & W. R. R., 120*b*
v. Sadtler L. & Z. Co., 573*a*, 578
v. Turner, 973
Knights of Pythias *v.* Allen, 301
Knights Templars & M. L. I. Co. *v.* Crayton, 302
Knisely *v.* Hire, 933
Knobell *v.* Fuller, 452
Knoth *v.* Barclay, 1154*a*
Knott *v.* Botany Mills, 596*a*
v. Burwell, 453
v. Gough, 233
Knouff *v.* Logansport, 119
Knowlden *v.* Guardian Printing, etc., Co., 448*a*
Knowles *v.* Baldwin, 302
v. Kennedy, 977
v. Leggert, 999
v. N. S. R. R., 360, 365, 372
v. Nunns, 125, 769
v. Pierce, 542
v. Sandercock, 301*a*
v. Steele, 107*a*, 984
Knowlton *v.* Mackay, 417
v. Oliver, 752, 753
Knox *v.* Great Western Q. M. Co., 1231
v. Hook, 962
v. Jones, 298, 308
v. Kearns, 692*c*
v. Lee, 269
Knoxville, C. G. & L. R. R. *v.* Wyrick, 573*a*
Knoxville Traction Co. *v.* Lane, 380
Knudtson *v.* Robinson, 1256*e*
Koch *v.* Godshaw, 185, 734
v. Phillips Inv. Co., 938
v. Streuter, 426
v. Williams, 673*b*
Kocher *v.* Mayberry, 611
Kock *v.* Sackman-Phillips Inv. Co., 64, 932
Koeltz *v.* Bleckman, 743
Koenigkraemer *v.* Missouri Glass Co., 667
Koenigs *v.* Jung, 373, 1334
Koerber *v.* Patek, 43*h*, 43*i*, 47
Koerner *v.* Oberly, 386, 1254, 1256
Koestel *v.* Cunningham, 377*a*
Koestenbader *v.* Peirce, 65, 970, 975
Koester *v.* Cowan, 373
Kohai *v.* MacDonald, 498
Kohler *v.* Smith, 325
Kohlsaat *v.* Crate, 685
Kohn *v.* Dravis, 497*e*
Kohne *v.* Insurance Co. of North America, 259
v. White, 991, 992
Kokomo *v.* Mahan, 1112*a*
Kolb *v.* Bankhead, 368
v. O'Brien, 368
v. Southern Ry., 157
Kolka *v.* Jones, 459
Kolon, The, 587

[References are to sections]

Kolsch *v.* Jewell, 637, 639
Koon *v.* Greenman, 655, 655*b*
v. Munro, 311*b*
Koons *v.* Miller, 298
Kopecky *v.* Benish, 942
Kopp *v.* Northern P. R. R., 932, 939
Kopplin *v.* Quade, 435
Korf *v.* Lull, 645, 984, 1044, 1067
Korn *v.* New York El. R. R., 1201
Kornegay *v.* White, 316, 772
Kortwright *v.* Commercial Bank, 627*a*
Kortz *v.* Carpenter, 956
Korzib *v.* Netherlands-American S. N. Co., 1359
Koshkonong *v.* Burton, 346
Kostendader *v.* Pierce, 970, 975
Kostopolos *v.* Pezzetti, 182
Kotz *v.* Illinois Cent. R. R., 1109
Kountz *v.* Brown, 368, 373*a*
v. Gates, 828, 829
v. Kirkpatrick, 249, 745
v. Toledo, S. L. & W. R. R., 1306
Kountze *v.* Omaha Hotel Co., 688*a*
Koyer *v.* White, 565
Kraber *v.* Union Ins. Co., 818*a*
Krach *v.* Heilman, 1255
Kraft *v.* Fancher, 793
Kral *v.* Burlington, C. R. & N. Ry., 860
Kramer *v.* Cleveland & Pittsburgh R. R., 1148
v. Goodlander, 930*a*
v. Messner, 165
v. Wolf Cigar Stores Co., 667
Krapp *v.* Aderholt, 310*a*
Krasilnikoff *v.* Dundon, 762
Krause *v.* Busacker, 1027
v. Rutherford, 686*a*
Kreamer *v.* Irwin, 610, 614
Krebs *v.* Security T. & L. I. Co., 730
v. Bambrick Bros. Const. Co., 948
Krebs Hop Co. *v.* Livesley, 114 Pac. 944; 753, 757
v. Livesley, 118 Pac. 165; 753
Krebs Mfg. Co. *v.* Brown, 155
Kreibohm *v.* Yancey, 533
Kreiter *v.* Nichols, 1254
Kremer *v.* Chicago, etc., R. R., 1151, 1154
Krepp *v.* St. Louis & S. F. R. R., 1007, 1012
Krepper *v.* Glenn, 681*a*
Kress *v.* Lawrence, 380, 1345
Kribs *v.* Jones, 734
Krider *v.* Lafferty, 933
Kriger *v.* Leppel, 673*b*
Krisinger *v.* Creston, 1363
Kroeger *v.* Passmore, 1336
v. Pitcairn, 836
Kroener *v.* Chicago, M. & St. P. Ry., 1356
Krohn *v.* Oechs, 844, 845
Krom *v.* Levy, 190
Krone *v.* Block, 1263
Kroner *v.* Transit Co., 486
Kronold *v.* New York, 181, 482*a*
Kronschnable *v.* Knoblauch, 1296
Krueger *v.* Le Blanc, 214*c*
Krug *v.* Pitass, 382
v. Ward, 241, 459
Krumm *v.* Beach, 777, 1027
Krumwiede *v.* Manhattan R. R., 1198*b*
Krutz *v.* Robbins, 411
Kucera *v.* Merrill Lumber Co., 486*b*
Kucheman *v.* C. C. & D. R. R., 1152*a*
Kuck *v.* Johnson, 1328
Kujek *v.* Goldman, 367, 439*j*
Kuhn *v.* Chicago, M. & S. P. R. R., 361
v. McKay, 313, 736
v. Myers, 411
Kuhnis *v.* Lewis R. B. & L. Co., 219
Kunkle *v.* Wherry, 416
Kunkel *v.* Utah Lumber Co., 73
Kuntz *v.* Shnugg, 1023
Kupke *v.* St. Louis Tr. Co., 1360
Kurpgeweit *v.* Kirby, 43*j*, 1345
Kurrus *v.* Seibert, 101
Kurtz *v.* Frank, 53, 637*a*, 641*c*
v. Sponable, 420
Kuter *v.* Michigan Cent. R. R., 844
Kutner *v.* Fargo, 379, 387
Kyd *v.* Cook, 182
Kyle *v.* Barnett, 311*c*
v. Chicago, R. I. & P. Ry., 45*a*
v. Fauntleroy, 982
v. Hoyle, 1006
v. Laurens R. R., 844
v. Mays, 334
v. Ohio R. R. R., 937
v. Roberts, 307

[References are to sections]

L

L. Bucki & Son L. Co. *v.* Fidelity & D. Co., 682, 682*a*.
L. Campbell & Co. *v.* Mion, 615
L. N. Lanier & Co. *v.* Little Rock Cooperage Co., 734
La Amistad de Rues, 175
Labasse *v.* Piat, 42
La Bourgogne, 570, 590
Labowitz *v.* Frankfort, 655*c*
Lacas *v.* Detroit City Ry., 486
Lacey *v.* Marnan, 966
v. Straughan, 762
La Champagne, 43 Fed. 444; 587
La Champagne, 53 Fed. 398; 589, 594
LaChappelle *v.* Warehouse & B. S. Co., 495
Lack *v.* Brecht, 317
Lackey *v.* Miller, 679*a*
Lackin *v.* Delaware & H. C. Co., 318
La Conner Co. *v.* Widmer, 854
Lacour *v.* New York, 182
Lacy *v.* Gentry, 361
v. Getman, 672
Lacy Mfg. Co. *v.* Los Angeles G. & E. Co., 656
Ladd *v.* Arkell, 274, 275
v. Brewer, 537, 538
v. Hawkes, 998
v. Lord, 766
v. Ney, 251*a*
v. Redle, 930
Ladner *v.* Balsley, 993
La Doucre *v.* Nichel, 1347
La Du-King Manuf. Co. *v.* La Du, 651, 655*c*, 673*f*
Ladue *v.* Seymour, 655*f*
Lae *v.* Ruhl, 999*a*
La Farge *v.* Halsey, 1031
v. Mansfield, 1057
Lafayette *v.* James, 692*a*
v. Nagle, 95, 1112*a*, 1295
v. Wortman, 1112*a*
Lafayette B. & M. R. R. *v.* Winslow, 1166
Lafayette, M. & B. R. R. *v.* Murdock, 1166
Lafean *v.* York County, 1142
Lafferty *v.* Hannibal & S. J. R. R., 43*c*
Lafferty *v.* Milligan, 968
v. Schuylkill R. E. S. R. R., 1154*a*, 1159
v. Third Ave. R. R., 1357
Lafler *v.* Fisher, 377*a*
Laflin *v.* Chicago, W. & N. R. R., 1151
v. Willard, 103, 547
La France *v.* Krayer, 1251
Lahay *v.* City Nat. Bank of Denver, 439*g*
Lahey *v.* Crist, 1366
Lahr *v.* Metropolitan El. Ry., 95, 1184, 1187, 1188, 1190, 1192
Laidlaw *v.* Sage, 119
Laidley *v.* Merrifield, 334
Laines *v.* Philips, 686
Laing *v.* Hanson, 648*a*
v. Stone, 287
Laird *v.* Laird, 611
v. Pim, 1023
v. Townsend, 740
Lake *v.* Campbell, 670
v. Park, 311*b*
v. Merrill, 1258
Lake County *v.* Linn, 346
Lake E. & W. Ry. *v.* Fix, 47, 865
v. Griffin, 67*a*
v. Mugg, 574*a*, 580*a*
v. Power, 205
v. Shelley, 1148
v. Tierney, 666
Lake Roland E. Ry. *v.* Frick, 1148
v. Webster, 1117
Lake Shore & M. S. Ry. *v.* Baltimore & Ohio R. R., 1138
v. Chicago, 1121, 1165
v. Chicago & W. I. R. R., 1152*a*
v. Cincinnati, S. & C. R. R., 1163
v. Frantz, 41, 180, 226*f*
v. Hottman, 1367
v. People, 332
v. Prentice, 380
v. Richards, 126 Ill. 448; 612
v. Richards, 152 Ill. 59; 89, 636*d*
Lake S. R. R. *v.* Rosenzweig, 360, 380
Lake Shore & M. S. Ry. *v.* Warren, 873
Lake St. El. R. R. *v.* Gormley, 47
v. Johnson, 1347
v. Sandy, 1360

[References are to sections]

Lake Superior & M. R. R. *v.* Greve, 1155, 1166*d*
Lakeman *v.* Grinnell, 317, 845
v. Pollard, 672
Lakeside Paper Co. *v.* State, 189, 338
Lakin *v.* State, 692*i*
Lallande *v.* Trezevant, 684, 685*h*
Lally *v.* Cantwell, 470*a*, 666
v. Crookston Lumber Co., 664, 673*b*
v. Wise, 685
Lalor *v.* Burrows, 742
Lamar Ins. Co. *v.* McGlashen, 717
Lamb *v.* Brolaski, 674
v. Buker, 149, 980*a*
v. Cecil, 343
v. Dart, 692*f*
v. Day, 61
v. Elizabeth City, 1148
v. Harbaugh, 383
v. Shaw, 685*k*, 685*l*
v. Stone, 11 Pick. 527; 29, 32
v. Stone, 95 Wis. 254; 372
v. Walker, 93*a*, 925
v. West, 447
Lambert *v.* Alcorn, 685*k*
v. Estes, 959, 964
v. Haskell, 182, 685, 685*e*
v. Jenkins, 644
v. King, 667
v. Pharis, 451
v. Schmalz, 325
Lambert-Murray Co. *v.* Southern Express Co., 169*a*
Lambeth Rope Co. *v.* Brigham, 308
Lamerlee *v.* Barthelmy, 962, 983
Lamerson *v.* Marvin, 1052, 1053
Lamington, The, 599*b*
Lamkin *v.* Crawford, 755
Lamm *v.* Chicago, St. P. M. & O. Ry., 85*c*, 95
Lammiman *v.* Detroit C. S. Ry., 226*f*
Lamond *v.* Sea Coast Canning Co., 200
Lamoreaux *v.* Rolfe, 90,. 618, 636*g*
Lamos *v.* Snell, 451
Lamott *v.* Sterett, 339*a*
La Motte *v.* Angel, 844
Lampert *v.* Judge & D. D. Co., 373*a*, 1246*c*
Lampley *v.* Atlantic C. L. R. R., 937
Lampman *v.* Cochran, 413, 415
Lampon *v.* Corke, 964
Lamprey *v.* Mason, 330, 606*c*
Lamson & G. Mfg. Co. *v.* Russell, 1046
Lanagan *v.* Enos Fire Escape Co., 1351
Lanahan *v.* Heaver, 610
v. Ward, 330, 345
Lancashire & Yorkshire Ry. *v.* Evans, 1082
v. Gidlow, 182, 843
Lancaster *v.* Elliott, 302
Lancaster Mills *v.* Merchants' Cotton-Press Co., 812
Lance *v.* Butler, 505
v. C. & M. R. R., 1166
Lancon *v.* Morgan's L. & T. R. R. & S. S. Co., 1349
Lancoure *v.* Dupre, 1017
Land, etc., Co. *v.* Robertson, 695*c*
Landa *v.* Obert, 233, 234
Lande *v.* A. G. Hyde & Sons, 734, 741
Lander *v.* Proper, 565
v. Ware, 375
Landes *v.* Eichelberger, 565*a*
Landis *v.* Shanklin, 452
v. Wolf, 685*e*, 685*k*
Landreth *v.* Wycoff, 191, 768
Landro *v.* Great N. Ry., 1347
Landry *v.* Lake Charles, 1139
Landsberger *v.* The Magnetic Telegraph Co., 879, 887
Lane *v.* Boston, 1112*a*
v. Brooklyn Heights R. R., 1367
v. Calby, 651
v. Fury, 982, 983
v. Hitchcock, 73
v. Holman, 464
v. Lantz, 762
v. Montreal T. Co., 879
v. Richardson, 973
v. Ruhl, 919
v. Turner, 308
Lane County *v.* Oregon, 270
Lang *v.* Fritz, 565*c*, 565*a*
v. Hill, 1360
v. Moole, 301*b*
v. New York, L. E. & W. R. R., 486*c*
Langan *v.* Ætna Ins. Co., 723
v. Potter, 182

[References are to sections]

Langdon *v.* Castleton, 310, 344
v. Clarke, 1368
v. Gray, 685*l*
v. New York, 1161
Lange *v.* Werk, 416, 418
v. Wagner, 134, 685*f*
Langfeldt *v.* McGrath, 944
Langford *v.* Owsley, 91, 93
v. Tyler's Adm'r., 750
v. United States, 642
Langhorst *v.* Ahlers, 301*c*
Langhren *v.* Barnard, 633*b*
Langley *v.* Augusta, 924, 932, 1110
Langston *v.* S. C. Ry., 325, 346
v. Hagerty, 384*a*
Langworthy *v.* Green, 484
v. McKelvey, 685*h*
Lanier *v.* Trigg, 679*a*
Lanigan *v.* Kille, 985, 988*a*
v. Neely, 1339
Lanius *v.* Druggist Pub. Co., 368
Lanning *v.* Peters Shoe Co., 308*a*
La Normandie, 595
Lanphier *v.* F. Johnson & Son Co., 1371
Lanquist *v.* Chicago, 1179
Lansgenberg *v.* Heer Dry Goods Co., 976
Lansing *v.* Rattoone, 307
Lansing *v.* Smith, 8 Cowen, 146; 35, 1108
v. Smith, 4 Wend. 9; 35, 946
v. Wiswall, 35, 946
Lanston M. M. Co. *v.* Merganthaler Linotype Co., 1261
Lantry *v.* Parks, 673*f*
Lantz *v.* Frey, 1258
Lanusse *v.* Barker, 275
Lapham *v.* Osborne, 673*b*
Lapleine *v.* Morgan's L. & T. R. & S. S. Co., 121*b*, 1360
LaPorte *v.* Wallace, 637*a*
Laporte Improvement Co. *v.* Brock, 166, 734
Lapp *v.* Illinois Watch Co., 740
Larabee *v.* Cook, 689
Laraway *v.* Perkins, 621, 1020, 1266
Larios *v.* Bonany y Gurety, 126*c*, 127*a*, 707, 819
Larkin *v.* Buck, 659
v. Glen Falls Ins. Co., 723*a*
Larkin *v.* Hecksher, 666
v. New York & N. R. R., 1356
v. Scranton, 1163
v. Trammel, 964
Larkins *v.* Tarter, 448*d*
Larmon *v.* District, 41, 47, 180, 226*f*
Larned *v.* Allen, 692*d*
v. Buffinton, 451
v. Hudson, 905
La Roche *v.* O'Hagan, 762
Larrabee *v.* Lumbert, 91
v. Minnesota Tribune Co., 448*d*
v. Southard, 302*a*
Larrimore *v.* Comanche County, 644
Larsen *v.* Postal T. C. Co., 888
v. Sedro-Woolley, 1355
Larson *v.* Chase, 43*i*
v. Grand Forks, 380*b*
v. Haglin, 1357
Lartigue *v.* Peet, 667
Larwell *v.* Stevens, 908
Larzelere *v.* Kirchgessner, 1249, 1254
Lasala *v.* Holbrook, 93*a*
Lash *v.* Lambert, 340*c*
Lassas *v.* McCarty, 695
Lassiter *v.* Okeetee Club, 910
v. Western U. T. Co., 876
Latchtimacker *v.* Jacksonville T. & W. Co., 1367
Late *v.* Armorer, 983
Latham *v.* Brown, 256
v. Darling, 330
v. Westervelt, 554*a*
v. Wilcox, 311*d*
Lathers *v.* Wyman, 496
Lathrop *v.* Atwood, 789
v. Michaelson, 917
v. O'Brien, 1023
Lathrope *v.* Flood, 1343
Latimer *v.* Metropolitan St. Ry., 1303
v. Motler, 79
v. New York Cotton Mills, 667
Laton *v.* King, 657
Latrobe *v.* Winans, 1023, 1025
Lattimore *v.* Hardsocg Mfg. Co., 1232*a*
v. Union E. L. & P. Co., 1355
Lattin *v.* Davis, 313*a*, 771
v. Vail, 973
Laubach *v.* Laubach, 514, 754
Laubengayer *v.* Rohde, 1012*a*

Lauder *v.* Jones, 446, 1335
Lauer *v.* Banning, 638, 639
Laufer *v.* Boynton Furnace Co., 182, 182*a*, 766
Laugher *v.* Pointer, 810
Laughlin *v.* Barnes, 506*a*
Laundry Co. *v.* Debow, 418
Laura Jane *v.* Hagen, 340
Laurea *v.* Bernauer, 417
Laurel, City of, *v.* Rowell, 1123
Laurent *v.* Chatham Ins. Co., 720, 725
v. Vaughn, 620, 844, 854
Lavender *v.* Hudgens, 457, 458, 459
Lavens *v.* Lieb, 193
Laverty *v.* Snethen, 811
Lavery *v.* Crooke, 376, 385, 475
Law *v.* East India Co., 286
v. House, 410
v. London I. L. P. Co., 729
Lawler *v.* Bangs, 636*n*
v. Murphy, 732
Lawless *v.* Collier, 979, 981
Lawrance *v.* Robertson, 959
Lawrence *v.* Birney, 575
v. Chase, 1012
v. Church, 302
v. Cooke, 638, 638*a*, 639*a*, 658*b*
v. Cowles, 331, 420
v. Embree, 301*c*
v. Great Northern Ry., 1082
v. Gullifer, 674
v. Hagerman, 182, 241, 373*a*, 459
v. Housatonic R. R., 41, 47
v. Jenkins, 125*a*
v. Kemp, 98
v. Leake Orphan House, 325
v. Maxwell, 509
v. Miller, 414, 1012*a*
v. New York Ins. Co., 714
v. N. Y., N. H. & H. R. R., 851
v. Philadelphia, 1154
v. Porter, 741
v. Rector, 908
v. Rice, 103
v. Second Municipality, 1151
v. U. S., 677
v. Van Horne, 712
v. Wardwell, 167, 607*a*, 984*a*
Lawrence Canning Co. *v.* Lee Mercantile Co., 755
Lawrence R. R. *v.* Cobb, 319, 331*a*
v. Mahoning County, 217
Lawrence Tanning Co. *v.* Lee Mercantile Co., 753
Lawshe *v.* Tacoma R. & P. Co., 865
Lawson *v.* Chicago, St. P., M. & O. Ry., 86*b*, 172*a*
v. Douglas, 999*i*
v. Hogan, 659
v. Price, 182, 203, 214
Lawther *v.* Hamilton, 1230
Lawton *v.* Erwin, 692
v. Fitchburg R. R., 226*o*
v. Green, 685
v. Herrick, 182, 182*a*, 224, 947
v. Sweeney, 1300
Lawyer *v.* Fritcher, 376
Lay *v.* Bayles, 506*a*
v. Postal T. C. Co., 45*a*, 894*a*
Layman *v.* F. F. Slocomb & Co., 493
Layton *v.* Hogue, 301*b*
v. Pearce, 423
Lazarus *v.* Com. Ins. Co., 712*a*
v. Ely, 55, 60
v. Metropolitan El. R. R., 1203
Lazelle *v.* Newfane, 573*a*, 577
Lea *v.* Whitaker, 414
Leach *v.* Forney, 1016
v. Leach, 43*i*, 484
v. N. Y., N. H. & H. R. R., 170*a*, 843
v. Pirani, 686
v. Smith, 278, 734
v. Thomas, 1277
v. Vining, 306
Leaders *v.* Gray, 334
Leahy *v.* Davis, 1372
Leake Orphan House *v.* Lawrence, 316
Learned *v.* Castle, 36*a*
Learock *v.* Paxson, 514
Leary *v.* Laflin, 408, 416
Leatherberry *v.* Odell, 207, 667
Leathers *v.* Sweeney, 66, 620, 764
Leavell *v.* Coleman, 762, 772
Leavenworth *v.* Delafield, 717
v. Packer, 734
Leavenworth N. & S. Ry. *v.* Curtan, 1117
v. Herley, 1110
Leavitt *v.* Cutler, 639, 640*a*, 1266

Leavitt *v.* Dow, 1369
v. Fiberloid Co., 765
v. Fletcher, 992
v. Lamprey, 921
Leber *v.* Minneapolis & N. Ry., 1159
LeBlanc *v.* Sweet, 570
LeBlanche *v.* London & N. W. Ry., 226*k*, 862
Leblond *v.* McNear, 858
LeBranthwait *v.* Halsey, 341
Leche *v.* Claverie, 667
LeCheminant *v.* Pearson, 712
LeClaire *v.* Tacoma R. & P. Co., 1342
Lecroy *v.* Wiggins, 613
Ledbetter *v.* Morris, 98
Ledger *v.* Ewer, 1050
Ledgerwood *v.* Bushnell, 166
Lediard *v.* Boucher, 1074
Ledoux *v.* Goza, 310
v. Jones, 999*f*
Ledyard *v.* Bull, 310*a*
v. Jones, 556, 559
Lee *v.* The Alexander, 599*c*
v. Bowman, 910
v. Briggs, 614, 636*d*
v. Burk, 927
v. Burlington, 43*h*
v. Burrell, 789
v. Clark, 797
v. Clements, 674, 1066
v. Dean, 975
v. Goodrich, 343
v. Gratz, 961
v. Grinnell, 717
v. Humphries, 909*a*
v. Kendall, 85*c*
v. Lashbrooke, 310*a*
v. Lord, 934*a*
v. Maxwell, 684*a*
v. Minneapolis, 1108
v. Mo. Pac. Ry., 571*a*
v. Moore, 684
v. Mutual Life Ass'n, 636*d*
v. Overstreet, 426*a*
v. Paterson, 636*f*
v. Pillsbury, 1215
v. Pindle, 308*a*
v. Powell Bros. & Sanders Co., 1356
v. Publishers, Knapp & Co., 1367
Lee *v.* Reed, 314*b*
v. Riley, 125*a*
v. Russell, 1012
v. St. Louis & S. F. R. R., 1350
v. St. Louis, I. M. & S. R. R., 856*a*
v. Sickles Saddlery Co., 753
v. Springfield Water Co., 1171
v. Tartlin, 1027
v. Tebo & N. R. R., 1140
v. West, 470
v. Western U. T. Co., 130 Ky. 202; 894*b*
v. Western U. T. Co., 51 Mo. App. 375; 881
v. Wilcocks, 275
Lee, The, 595
Lee Ahlo *v.* Ins. Co., 722
Lee Tung *v.* Burkhart, 492*a*, 493
Leech *v.* Baldwin, 1068
Leeds *v.* Camden & A. R. R., 1151
v. Cheetham, 999*c*
v. Cook, 641*a*
v. Little, 657
v. Metropolitan G. L. Co., 171
Leek *v.* Northern Pac. Ry., 865
Leestzky *v.* Canning, 988*a*
Leet *v.* Gratz, 137 Mo. App. 208; 983
v. Gratz, 92 Mo. App. 422; 979
Leffingwell *v.* Elliott, 86*a*, 236, 238, 506, 973, 979, 980*a*, 982, 983
Leffler *v.* Witten, 614
Leftovits *v.* First Nat. Bank, 622
Lefurgy *v.* McGregor, 419
Legal Tender Cases, 269
Legaré *v.* Frazer, 238
Legett *v.* Steele, 922
Legg *v.* Britton, 571*c*
Leggat *v.* Gerrick, 312
Legge *v.* Harlock, 419
Legett *v.* Baker, 60
v. Cooper, 1038
v. Humphreys, 677
v. McCarty, 973
v. McClelland, 808*a*
v. Mutual Life Insurance Co., 1011
v. Rome, W. & O. R. R., 120*b*
Leggott *v.* Great N. Ry., 571*c*
Leghorn *v.* Nydell, 224
Legrange *v.* Hamilton, 341
Le Guen *v.* Gouverneur, 813

[References are to sections]

Lehigh Bridge Co. *v.* Lehigh C. & N. Co., 1108
Lehigh Iron Co. *v.* Rupp, 575
Lehigh V. C. Co. *v.* Wilkesbarre & E. R. R., 503, 1166*c*
v. Lazarus, 1166
Lehigh Valley R. R., *In re*, 1154
Lehmaier *v.* Jones, 999*j*
v. Standard S. & T. Co., 752
Lehman *v.* Amsterdam Coffee Co., 182*a*
v. Brooklyn, 1367
v. Louisiana R. W. Co., 1367
v. McQuown, 182*a*, 685
v. Minneapolis & S. L. R. R., 1348
Lehmann *v.* Schmidt, 250
Lehmeyer *v.* Moses, 999*j*
Lehneis *v.* Egg Harbor Commercial Bank, 623
Lehning *v.* Hewett, 451
Leiber *v.* Chicago M. & S. P. Ry., 933
v. Liverpool Ins. Co., 723*a*
Leiby *v.* Clear S. W. Co., 1295
Leicester, Earl of, *v.* Walter, 451
Leick *v.* Tritz, 189, 991
Leifer Mfg. Co. *v.* Gross, 766
Leigh *v.* Garysburg Mfg. Co., 63, 932
v. Patterson, 336*l*, 636*a*, 758
Leigper *v.* Denver, 1123
Leighton *v.* Brown, 676, 689*a*, 690
v. Wales, 418
Leisman *v.* Otto, 308
Leiter *v.* Day, 363, 930
v. Kinnare, 1367
v. Pike, 999*d*
Leitzell *v.* Delaware, L. & W. R. R., 1307
Lekas *v.* Schwartz, 753
Leland *v.* Stone, 606, 606*c*, 964, 975
v. Western U. T. Co., 894*d*
Lemeunier *v.* McClearley, 685*k*
Lemly *v.* Ellis, 975
Lemmon *v.* Brown, 1016
Lemon *v.* Pullman P. C. Co., 873*a*
v. Stevenson, 1031
Lemoine *v.* Sullivan, 1347, 1359
Lenhart *v.* State, 1146
Lenkewicz *v.* Wilmington City Ry., 574*a*
Lenox *v.* United Ins. Co., 717
Lentell *v.* Boston & W. St. Ry., 1152*a*
Lentz *v.* Carnegie, 932
v. Choteau, 192, 610
Leo Austrian & Co. *v.* Springer, 636*a*, 636*j*, 734, 737, 741
Leonard *v.* Allen, 451
v. Beaudry, 613, 614
v. Capital Ins. Co., 685*k*
v. Dyer, 615
v. Fowler, 762
v. Leonard, 921
v. Maginnis, 540
v. New York, A. & B. E. M. T. Co., 221, 225, 227, 228, 874, 875, 882, 884
v. Pope, 446
v. Portier, 755
v. Rutland, 1161
v. Union Ry., 1348
v. Villars, 345
v. Whitney, 691*a*
v. Whitwell, 589
v. Wildes, 339*a*
Leoncini *v.* Post, 251
Leopold *v.* Chicago, 1128
v. Salkey, 636*n*
Lepin *v.* Paine, 310
Lepla *v.* Rogers, 148, 999*k*
Leppard *v.* Western U. T. Co., 881*a*
Leque *v.* Madison G. & E. Co., 1367
Lerner *v.* Cohen, 1369
Le Roy *v.* Jacobsky, 1012
Leroy & W. Ry. *v.* Hawk, 1165
v. Ross, 1148
Lesch *v.* Great Northern Ry., 43*i*
Lesk *v.* Pollard, 363*a*, 364, 365, 366, 367
Leslie *v.* Smith, 673*b*
Less *v.* Butte, 1123
Lessenich *v.* Sellers, 307
Lesser *v.* Norman, 535
Lester *v.* Highland B. G. Min. Co., 316, 937
Lestern *v.* Western U. T. Co., 876
Lesure Lumber Co. *v.* Mutual F. I. Co., 726
Letcher *v.* Woodson, 295, 301*b*
Lethbridge *v.* Mytton, 87, 789, 972
Letton *v.* Young, 1326
Levan *v.* Wilten, 78
Leven *v.* Young, 444
Levenson *v.* Bollowa, 614

[References are to sections]

Leverenz *v.* Stevens, 377*a*
Leverick *v.* Meigs, 819
Levert *v.* Daily States Pub. Co., 98, 448*a*, 454
Levey *v.* Dyess, 999*j*
Levin *v.* Nassau Electric R. R., 1353
Levine *v.* Brooklyn, A. C. & S. R. R., 101
v. Rosenschein, 208
Levinski *v.* Middlesex Banking Co., 179
Levinson *v.* Sands, 294
Levis *v.* Royal Packing Co., 753
Levistones *v.* Marigny, 302*a*
Levitsky *v.* Canning, 238, 983
Levitt *v.* Nassau El. Co., 1347
Levy *v.* Bend, 1058
v. Fleischner, 361, 370, 683
v. Freiman, 414
v. Goldsoll, 423
v. Loeb, 80
v. Taylor, 680, 685*h*
Lewark *v.* Parkison, 67
Lewers *v.* Earl of Shaftesbury, 1256*b*
Lewin *v.* Folsom, 343
Lewis *v.* Arnold, 293
v. Atlanta, 486
v. Atlas Mutual Life Ins. Co., 834*e*
v. Black, 1328
v. Bradford, 303
v. Burlington Ins. Co., 722
v. Chapman, 445
v. Chisholm, 991
v. Cooke, 1259
v. Cosgrave, 1036
v. Courtwright, 933
v. Doyle, 762
v. Dwight, 678
v. Englewood El. R. R., 1295
v. Esther, 673*f*
v. Flint & P. M. Ry., 54 Mich. 55; 118, 119
v. Flint & P. M. Ry., 56 Mich. 638; 109
v. Greider, 755
v. Harris, 979
v. Holmes, 45
v. Homestead, 1120
v. Hoover, 109
v. Leahey, 685*j*
v. Lee, 153*a*, 696*c*, 1012
Lewis *v.* Morse, 493, 494*a*
v. Morland, 547, 554*a*
v. New York S. C. Co., 873*a*
v. North Kingstown, 1256*d*, 1331
v. Paschal, 345
v. Paull, 1261
v. Payn, 999*c*
v. Peachy, 91
v. Peake, 238, 773
v. Pennsylvania R. R., 1151
v. Ross, 961
v. Rountree, 297, 312
v. Rucker, 714
v. Seattle, 1143*a*
v. Small, 343
v. Springfield F. & M. I. Co., 723*a*
v. Springfield Water Co., 1169
v. The Success, 848, 852
v. Teale, 531
v. Terry, 120
v. Trickey, 673*c*, 1303
v. Virginia-Carolina Chem. Co., 933, 934
v. Wabash R. R., 1354
v. Western U. T. Co., 894*c*
v. Witham, 1277
Lewiston & Y. Frontier R. R. *v.* Ayer, 1146
Lewter *v.* Lindley, 1331
Lexington *v.* Long, 1130
v. Union Nat. Bank, 346
Lexington & E. Ry. *v.* Lyons, 865
Lexington Ry. *v.* Britton, 1257, 1270
v. Cozine, 380
v. Fain, 387
v. Johnson, 368, 1353
v. Woodward, 1347
Ley *v.* Miller, 789
Leyde *v.* Martin, 310
Leyser *v.* Chicago, B. & Q. R. R., 372
Liber *v.* Parsons, 959
Libhart *v.* Wood, 674
Lick *v.* Owen, 448*a*
Licking Valley Building Assoc. *v.* Commonwealth, 332
Liddard *v.* Lopes, 841
Liddell *v.* McVicker, 311*b*
v. Rucker, 301*b*
Lieberman *v.* Chicago & S. S. R. T., 1160*a*

[References are to sections]

Liebrandt *v.* Sorg, 638*b*
Lienkauf *v.* Morris, 368, 378
Lienow *v.* Ritchie, 74, 931
Lier *v.* St. Louis, etc., R. R., 1151
Liese *v.* Meyer, 638*a*, 639, 639*a*
Life Association of America *v.* Ferrill, 834*c*
Ligare *v.* Chicago, etc., R. R., 1171*a*
v. Peacock, 310*a*
Liggett S. & A. Co. *v.* Michigan Buggy Co., 1059
Light *v.* Detroit & M. Ry., 222
Light Co. *v.* Compton, 363*a*
v. Munsey, 576
Lightner *v.* Menzel, 416
Ligon *v.* Minton, 777
Likes *v.* Baer, 762, 777, 1027
Liles *v.* Rogers, 681*a*
Liljengren Furniture & L. Co. *v.* Mead, 646*a*
Lillard *v.* Distilleries, etc., 164
v. Whattaker, 519
Lilley *v.* Doubleday, 121*a*
v. Mutual Ben. L. Ins. Co., 341
Lillie *v.* Dunbar, 80*a*, 531*a*
v. Lillie, 237, 251, 685*b*
Lilly *v.* Person, 425
Liman *v.* Pa. R. R., 161
Lime Rock R. R. *v.* Farnsworth, 1149
Limpus *v.* The State, 557
Linch *v.* Paris Lumber & Grain Elevator Co., 657
Linck *v.* Litchfield, 334
Lincoln *v.* Blanchard, 802
v. Central Vermont Ry., 485
v. Charles Alshuler Mfg. Co., 752
v. Claflin, 316, 322
v. Commonwealth, 1154
v. Chrisman, 446
v. Hope Ins. Co., 711
v. Levi Cotton Mill Co., 752
v. Little Rock Granite Co., 419
v. Orthwein, 614
v. Packard, 251, 1298
v. Saratoga & S. R. R., 123, 172, 233, 1292, 1293
v. Schwartz, 655*b*
v. Smith, 1306
Lincoln Shoe Co. *v.* Sheldon, 751, 753
Lind *v.* Chicago, etc., R. R., 1161
Lindblorn *v.* Sonstelie, 387
Lindeberg *v.* Howard, 685*j*
Lindemann *v.* Dennis, 655
Linder *v.* Lake, 106, 676, 722*a*, 972
Lindh *v.* Great N. Ry., 43*h*, 45
Lindley *v.* Dempsey, 612*a*, 1261
v. Miller, 1057
v. Richmond & D. R. R., 136, 156, 854
Lindquist *v.* Union Pac. Ry., 924, 924*a*
Lindsay *v.* Anesley, 411
v. Bridgewater Gas Co., 67*a*
v. Grande R. L. Co., 1332
v. Latham, 933
v. Oregon Short Line R. R., 47
Lindsey *v.* Danville, 486*a*
v. Hewitt, 690
v. Parker, 803
v. Rockwall County, 416*a*
Lindstrom *v.* International Nav. Co., 1367
Linerode *v.* Rassmussen, 1027
Lines *v.* Alaska Commercial Co., 496
v. Chesapeake & O. Ry., 575
v. Smith, 774
v. State, 692*i*
Linforth *v.* San Francisco G. & E. Co., 932
Linge *v.* Alaska Treadwell Co., 1326
Lingo *v.* Burford, 1140
Linn *v.* Duquesne, 484
v. Minor, 270
Linney *v.* Maton, 443
Linsley *v.* Bushnell, 234, 352, 360, 368
Linss *v.* Chesapeake & O. Ry., 571*b*
Linthicum *v.* Truitt, 486*b*
Linton Coal & M. Co. *v.* Persons, 482, 485*a*
Linton *v.* Hart, 999*d*
v. National L. Ins. Co., 331
v. Porter, 774
Linville *v.* Black, 79
Lion F. I. Co. *v.* Starr, 722
Lipe *v.* Eisenlerd, 474
Lippett *v.* Kelley, 910, 911
Lipscomb *v.* Fuqua, 414
v. Houston & T. C. Ry., 580*a*
v. Seegers, 416
v. South Bound R. R., 620
Lipsky *v.* C. Reiss Coal Co., 1353

[References are to sections]

Liscom *v.* Boston M. F. I. Co., 720
Lissberger *v.* Kellogg, 162
Lister *v.* Campbell, 1344
v. Wright, 449
Litchenstein *v.* Brooks, 665, 666
Littell *v.* Ellison, 312
Little *v.* Anderson, 343
v. Banks, 301
v. Bliss, 689, 591*a*
v. Boston & M. R. R., 121*b*, 146, 844, 892
v. Dawson, 671
v. Little, 793
v. McGuire, 214, 228
v. Portland, 83*b*
v. Stanback, 101, 940
v. Tingle, 481
v. Western U. T. Co., 894*b*
Little Maine Railroad *v.* Collett, 1131, 1148
Little Rock & F. S. R. R. *v.* Allen, 1134, 1149, 1154
v. Allister, 1129, 1134
Little Rock & F. S. Ry. *v.* Barker, 33 Ark. 350; 573, 573*a*, 575
v. Barker, 39 Ark. 491; 574
v. Cravens, 851
v. McGehee, 1171*a*
v. Voss, 1367
Little Rock Junction Ry. *v.* Woodruff, 252, 1172*e*
Little Rock, M. R. & T. Ry. *v.* Haynes, 1293
Little Rock R. & E. Co. *v.* Goerner, 372
Little Rock Traction Co. *v.* Winn, 868
Little Schuylkill R. R. *v.* Richards, 36*a*
Little Silver, The, 1364, 1365
Littlefield *v.* Perry, 323, 1230, 1234, 1244
Littlehale *v.* Dix, 488
v. Osgood, 990*c*
Littlejohn *v.* Wilcox, 237, 682*a*
Littleton *v.* Burgess, 685*j*
Lively, The, 596
Livermore *v.* Jamaica, 1115
v. Northrup, 53
v. Rand, 308
v. Roanoke, etc., R. R., 1175
v. Wortman, 311*f*
Livermore F. & M. Co. *v.* Union S. & C. Co., 165
Liverpool Water Works *v.* Atkinson, 692*d*
Livesley *v.* Johnson, 734
v. Krebs Hop Co., 745
Livie *v.* Janson, 714
Livingston *v.* Adams, 1108
v. Burroughs, 383*b*, 466
v. Exum, 237, 685*b*
v. Jones, 1220, 1230
v. L'Engle, 999*b*
v. The Mayor, 1128
v. Metropolitan Street Railroad, 1190
v. Miller, 313*a*
v. Robb, 999*j*
v. Sulzer, 1157
v. Tanner, 905
v. Woodworth, 1220, 1234
Livingston, The, 591
Livingston Co. *v.* Graves, 647*a*
Livingstone *v.* New York C. & H. R. R. R., 854
v. Rawyards Coal Co., 501, 935
Livingstone, The, 590
Llano I. & F. Co. *v.* Watkins, 334
Llansamlet T. P. Co., *ex parte*, 636*b*, 737
Llewellyn *v.* Rutherford, 182, 188, 254
v. Two Anchors, 599*c*
Lloyd *v.* Fair Haven, 1151
v. Goodwin, 83
v. Hamilton, 370
v. Haugh & K. S. & T. Co., 251, 844
v. Lloyd, 226*b*
v. Morris, 1278
v. O'Rear, 340*b*
v. Quinby, 959, 964, 965
v. Sandusky, 964, 975
Lloyd Lumber Co. *v.* Solon, 734
Llynvi Co. *v.* Brogden, 501
Loader *v.* Kemp, 994
Loan Assoc. *v.* Stonemetz, 673*d*
Lobdell *v.* Stowell, 509
Lobenstein *v.* Hymson, 60
Loch Trool, The, 592, 593
Lochte *v.* Mitchell, 366
Lock *v.* Ashton, 464

[References are to sections]

Lock *v.* Furze, 987, 1009
Lock Haven Bridge Co. *v.* Clinton County, 1173
Locke *v.* Garrett, 58
v. Homer, 789, 972
v. International & G. N. Ry., 484
Lockhart *v.* Geir, 940
Locklin *v.* Moore, 340*b*
Lockwood *v.* Atlantic M. I. Co., 712, 713
v. Lockwood, 1338
v. Onion, 671, 1326, 1328
v. Saffold, 685*h*
v. Sturdevant, 966, 976, 978
v. Twenty-third St. Ry., 1333, 1360
Locomobile Co. *v.* De Witt, 313
Locomotive Safety Truck Co. *v.* Pennsylvania R. R., 323
Loder *v.* Kekule, 508, 762
v. Spooner, 275
Lodge Holes Colliery Co. *v.* Wednesbury, 932
Loe *v.* Chicago, R. I. & P. Ry., 171*a*
Loeb *v.* Flash, 515
v. Kamak, 162
v. Mann, 540
Loesch *v.* Koehler, 433
Loescher *v.* Deisterberg, 734, 740
Loeser *v.* Humphrey, 228
Loetscher *v.* Dillon, 516*b*
Loewenthal *v.* Streng, 1326, 1331
Loewer *v.* Harris, 156, 183
Lofink *v.* Interborough R. R., 43*i*
Lofland *v.* Maull, 1025
Loftees *v.* Maxey, 365
Loftus *v.* Metropolitan St. Ry., 1348
Logan *v.* Caffrey, 85
v. Hannibal & S. J. R. R., 383*a*, 865
v. Hodges, 377
v. Moulder, 959, 966
v. Tibbott, 1070
v. Western Union Telegraph Co., 893
Logan Co. Nat. Bank *v.* Townsend, 513
Logansport *v.* Justice, 180
v. Pollard, 1112*a*
Logansport C. & S. R. R. *v.* Buchanan, 1151
v. Wray, 226*o*, 637, 938
Logie *v.* Gillies, 829
Lohner *v.* Caldwell, 641*b*
Loiseau *v.* Threlstad, 975
Loker *v.* Damon, 201, 209, 214*c*, 223
Lomax *v.* Ragor, 685*m*
Lombard *v.* Batchelder, 382
v. Chicago, R. I. & P. R. R., 1330, 1348
v. Chicago Sinai Congregation, 301*b*
v. Kennedy, 999*h*
v. Lennox, 443
Lombard Invest. Co. *v.* Burton, 334
Lombardi *v.* California St. Ry., 482*a*, 860
Lommeland *v.* St. Paul, M. & M. Ry., 937
London & B. Bank *v.* Walker, 685*j*
London & Canadian Loan & Agency Co. *v.* Morris, 346
London Assur. Corp *v.* Russell, 818*a*
London Bank *v.* White, 303
London, C. & D. Ry. *v.* South Eastern Ry., 340
London F. Ins. Co. *v.* Turnbull, 726
London T. & S. Ry. *and* Trustees of Gower's Walk Schools, *In re*, 1091, 1102
Lonergan *v.* Waldo, 742
Loney *v.* Oliver, 1022
Long *v.* Booe, 480*a*
v. Chicago R. I. & P. Ry., 45*a*
v. Clapp, 125, 769
v. Conklin, 636*a*, 737
v. Douthitt, 777
v. Fulton Contr. Co., 1270*a*
v. Gieriet, 991
v. Harrisburg & P. R. R., 1142
v. Kansas City, M. & B. R. R., 67*a*
v. Lambkin, 55
v. Louisville & N. R. R., 932, 948
v. McCauley, 614
v. Morrison, 573*a*
v. O'Bryan, 632
v. Pruyn, 765
v. Sinclair, 979
v. Towl, 413
Long Distance Tel. & Tel. Co. *v.* Schmidt, 252
Long E. R. J. Co. *v.* Midland Ry., 1097

[References are to sections]

Long Island R. R., Matter of, 1174
Long Island R. R. *v.* Bennett, 1128
Long P. L. Co. *v.* Saxon L. & L. Co., 246
Longfellow *v.* McGregor, 679*a*
v. Quimby, 29 Me. 196; 226*i*, 233
v. Quimby, 33 Me. 457; 317, 933
Longmont *v.* Parker, 1123
Longobardi *v.* Yuliano, 414
Longstreth *v.* Phœnixville, 1112*a*
Longworth *v.* Cincinnati, 316
v. Meriden & W. R. R., 1154
v. Mitchell, 269
Longyear *v.* Gregory, 930*a*
Lonon *v.* Public Service Co., 1304
Lonsdale *v.* Church, 678
Lonsdale Co. *v.* Woonsocket, 316
Loof *v.* Lawton, 440
Loomer *v.* Thomas, 204, 205, 608
Loomis *v.* Bedel, 979
v. Eagle Ins. Co., 729
v. Gillett, 308*a*
v. Green, 63
v. Knox, 340*b*
v. Robinson, 83*b*
v. Stave, 80
v. Wadhams, 1007, 1012, 1018
Loomis Milling Co. *v.* Vawter, 762
Looney *v.* District of Columbia, 622*b*
v. Reeves, 959, 965, 966, 974, 977
Loosemore *v.* Radford, 262, 789, 790
Loosey *v.* Orser, 546
Lorain St. R. R. *v.* Sinning, 1148
Loraine *v.* Cartwright, 524, 822
Loranger *v.* Dominion Transport Co., 121*b*
v. Loranger, 445
Lord *v.* Carbon I. M. Co., 92, 202
v. Chadbourne, 265
v. Comstock, 644, 645
v. Gaddis, 413
v. Guyot, 468
v. Hingham Nat. Bank, 633*c*
v. Maine Cent. R. R., 854
v. Neptune Ins. Co., 710, 717
v. New York, 335, 336
v. Staples, 800
v. Strong, 842
v. Wheeler, 657
v. Wood, 565*a*
Loring *v.* Baker, 692*c*
v. Gurney, 756
v. Morrison, 1060
v. Neptune Ins. Co., 717
Lorius *v.* Abbott, 417
Los Angeles *v.* City Bank, 339
v. Gager, 1151
Losch's Appeal, 1154*c*
Losee *v.* Buchanan, 33
Lot *v.* Parish, 956
Lothian *v.* Western U. T. Co., 881*a*
Lothrop *v.* Golden, 506*a*
v. Otis, 762
v. Southworth, 685
Lott *v.* Mitchell, 793*a*
Lotty, The, 592
Lotze *v.* Cincinnati, 1117, 1149*b*
Loucks *v.* McSloy, 55
Loud *v.* Campbell, 613
v. Merrill, 700
Louder *v.* Hinson, 365, 372
Loudon *v.* Shelby County Taxing Dist., 282, 301
Loughin *v.* McCauley, 599
Loughlin *v.* Carey, 999*h*
Loughran *v.* Des Moines, 948
Louis *v.* Brown, 411
v. The Buckeye, 844, 846
Louis Cook Mfg. Co. *v.* Randall, 739
Louis Werner Stave Co. *v.* Pickering, 934
Louisiana & A. R. R. *v.* Hobbs, 1356
v. Nix, 1348
Louisiana & F. P. R. *v.* Pickett, 1140
Louisiana & N. W. R. R. *v.* Reeves, 894*c*
Louisiana Extension Ry. *v.* Carstens, 574*a*
Louisiana R. & N. Co. *v.* Jones, 1171*c*
v. Sarpy, 253
Louisville *v.* Arrowsmith, 1348
v. Bohlsen, 932
v. Caron, 1138*a*
v. Coleburne, 924*a*, 1110
v. Donahue, 924*a*
v. Hammock, 1363
v. Harbin, 1138*a*
v. Hegan, 1138*a*, 1149
v. Kaye, 1138*a*
v. O'Malley, 947, 948

[References are to sections]

Louisville *v.* Tompkins, 1360
Louisville & A. R. R. *v.* Cox, 1367
v. Davis, 1347
Louisville & E. R. R. *v.* Hardin, 1123
v. Vincent, 1353
Louisville & N. R. R. *v.* Asher, 1138*a*
v. Ballard, 360, 364, 365, 366, 367, 380
v. Banks, 580
v. Barnwell, 1270
v. Beeler, 933
v. Berry, 33 Ky. L. Rep. 850; 387
v. Berry, 96 Ky. 604; 574*a*
v. Binion, 484, 490
v. Bizzell, 387
v. Breckinridge, 1342
v. Brooks, 387, 1367
v. Brown, 121 Ala. 221; 574*a*
v. Brown, 127 Ky. 732; 1328, 1347
v. Buck, 584*a*
v. Campbell, 1306, 1355
v. Carothers, 67, 67*a*
v. Carter, 932
v. Case, 572
v. Cason, 1357
v. Chalcraft, 1165*b*
v. Champion, 363
v. Com., 688*a*
v. Coniff, 573*a*
v. Cottengim, 865
v. Cox, 1354
v. Coyle, 752
v. Creighton, 573*a*, 575, 1367
v. Crow, 482, 483, 484
v. Cumnock, 1123, 1138*a*
v. Daugherty, 150
v. Dick, 486
v. Donaldson, 388
v. Eaden, 380
v. Eakin's Adm'r, 574*a*
v. Earl, 368
v. Falvey, 860
v. Foley, 1357
v. Fort, 317
v. Fowler, 29 Ky. L. Rep. 905; 865
v. Fowler, 32 Ky. L. Rep. 1021; 365
v. Fox, 1352, 1326
v. Freppon, 1354
v. Gaddie, 864
v. Garrett, 380
Louisville & N. R. R. *v.* Geikel, 1151, 1165*a*
v. Gidley, 119
v. Glazebrook, 1138*a*
v. Gollihur, 573
v. Gower, 490
v. Gormley, 109 S. W. 346; 86*a*
v. Gormley, 111 S. W. 289; 133, 226*d*
v. Graham, 573*a*, 1367
v. Greer, 368
v. Hall, 87 Ala. 708; 387
v. Hall, 136 S. W. 905; 1161
v. Handley, 1303
v. Hart County, 932
v. Hartwell, 853
v. Heilprin, 854
v. Higginbotham, 91, 924
v. Hollerbach, 642, 647*a*, 647*b*
v. Howard, 580*a*
v. Hull, 45, 45*a*, 856*a*, 1342
v. Ingram, 1138*a*
v. Jones, 83 Ala. 376; 121*b*
v. Jones, 130 Ala. 456; 579
v. Kelly, 337*a*, 380, 574*a*, 581
v. Kelsey, 432*a*
v. Kingman, 368, 1354
v. Lambert, 1149*a*
v. Lansford, 584
v. Law, 1357
v. Long, 1360
v. Lowe, 1357
v. Lucas, 1367
v. McElwain, 571*c*
v. McEwan, 1342
v. MacMillam, 1363
v. Marshall, 368
v. Mason, 844, 852
v. Mattingly, 1364
v. Maybin, 365
v. Melton, 1348
v. Milet, 574*a*
v. Mink, 152, 157
v. Mitchell, 1326, 1356
v. Moore, 214*b*
v. Morris, 574*a*
v. Mount, 368
v. Mulfinger, 1367
v. Neafus, 620
v. Orr, 584

[References are to sections]

Louisville & N. R. R. *v.* Owen, 851
v. Popp, 1356
v. Queen City Coal Co., 842
v. Quinn, 486*a*
v. Ray, 1342
v. Reynolds, 1270
v. Roe, 1349
v. Roney, 1270
v. Roth, 388
v. Schroader, 368, 1356
v. Scott, 365, 1367
v. Sharp, 332
v. Sherrod, 851
v. Simpson, 368
v. Smith, 141 Ala. 335; 361, 363, 364, 383*b*
v. Smith, 134 Ky. 47; 1354
v. Sowell, 851
v. Spinks, 212, 222, 865
v. Stacker, 573*a*, 574*a*
v. Stewart, 844
v. Street, 347
v. Sullivan, 547*a*, 868
v. Sullivan Timber Co., 927
v. Survant, 1347
v. Taafe, 574*a*
v. Thompson, 1138*a*
v. Trammell, 1367
v. Wallace, 316
v. Ward, 584
v. Weathers, 1342
v. Whitman, 47, 865
v. Wilkins, 363, 1354
v. Wilkinson, 1342
v. Williams, 484
v. Wilson, 43*h*
v. Woods, 485*a*
v. Wynn, 851
v. Young, 494*a*
Louisville & P. C. Co. *v.* Rowan, 619
Louisville & P. R. R. *v.* Smith, 347
Louisville & S. L. R. R. *v.* Clarke, 580*a*
Louisville & S. I. T. Co. *v.* Snead, 1350
Louisville A. & P. E. Ry. *v.* Whipple, 620
Louisville A. & P. V. E. Ry. *v.* Whipps, 630
Louisville Banking Co. *v.* M. V. Monarch Co., 685*k*
Louisville City R. R. *v.* Mercer, 1342
Louisville Cooperage Co. *v.* Farmer, 1355
Louisville, E. & S. L. C. R. R. *v.* Spencer, 933
Louisville Gas Co. *v.* Gutenkuntz, 126*a*
v. Kentucky Heating Co., 373
Louisville, H. & St. L. Ry. *v.* Armstrong, 1363
v. Baskett, 630
v. Foulks, 1363
v. Kessee, 1363
v. Roberts, 932
Louisville M. & F. I. Co. *v.* Bland, 712, 714
Louisville N. A. & C. Ry. *v.* Shanks, 368
Louisville, N. & G. S. R. R. *v.* Fleming, 226*m*, 872
v. Guinan, 360
Louisville, N. A. & C. Ry. *v.* Falvey, 121*b*, 221
v. Flanagan, 842
v. Jones, 121*b*
v. Marlott, 932
v. Moore, 218
v. Peek, 1296
v. Rush, 575
v. Snyder, 121*b*
v. Sumner, 218, 620, 630
v. Wood, 121*b*
v. Wright, 574*a*
Louisville, N. O. & T. R. R. *v.* Dickson, 1175
v. Hopson, 1175
v. Ryan, 252, 1171
Louisville Pk. Co. *v.* Crain, 636*a*
Louisville Press Co. *v.* Tennelly, 443
Louisville Public Warehouse Co., 975
Louisville Ry. *v.* Bohon, 1363
v. Bryant, 1356
v. Gaddie, 1354
v. Gaugh, 1270*a*
v. O'Connell, 1347
v. Owens, 1363
v. Pulliam, 1354
v. Roser, 1346
v. Steubing, 123, 1362
v. Wellington, 1342
v. Worley, 1363
Louisville, S. L. & T. R. R. *v.* Barrett, 1138*a*, 1165

[References are to sections]

Louisville, S. L. & T. R. R. *v.* Neafes, 194
Louisville Soap Co. *v.* Vance, 834*c*
Louisville Southern R. R. *v.* Cogar, 1110
v. Minogue, 388
Louisville St. Ry. *v.* Brownfield, 368
Louisville Underwriters *v.* Pence, 711
Louisville Water Co. *v.* Clark, 332, 334
v. Phillips, 1367
v. Youngstown Bridge Co., 419
Louth *v.* Thompson, 486
Love *v.* Barnseville Mfg. Co., 734
v. Oldham, 1060
v. Philadelphia & Reading R. R., 346
v. Powell, 908
v. Ross, 762
v. Shartzer, 916
Lovejoy *v.* Hutchins, 565*b*
v. Isbell, 1028
v. Merchants' State Bank, 497*f*
v. Michels, 245, 750
Lovell *v.* House of the Good Shepherd, 241*b*
v. St. Louis M. L. I. Co., 730
v. Shea, 250
Lovelock *v.* King, 655
Low *v.* Archer, 806
v. Concord R. R., 1171*e*
v. Purdy, 919
Low, *In re*, 1149
Lowden *v.* Goodrick, 1270
Lowe *v.* Chicago, B. & Q. R. R., 574*a*
v. Chicago, S. P., M. & O. Ry., 1367
v. Guthrie, 693
v. Herald Co., 447
v. Metropolitan St. Ry., 44
v. Omaha, 1130, 1141, 1171*a*
v. Peers, 394, 396, 678, 679
v. Ring, 314, 488
v. Sinklear, 656, 673*a*
v. Steele, 1074
v. Turpie, 168, 622, 829, 972
v. Waller, 283, 698
v. Wing, 82
Lowell *v.* Boston & L. R. R., 241*a*
v. Parker, 79, 692*i*, 802
Lowen *v.* Crossman, 673*a*
Lowenberg *v.* Jeffries, 558
Lowenberg *v.* Rosenthal, 55
v. Walley, 818*b*
Lowenstein *v.* Chappell, 607*a*, 984*a*
v. Monroe, 127, 237, 565*a*, 682
Lowerce *v.* Newark, 1148
Lowery *v.* Rowland, 75, 317
v. Western U. T. Co., 602, 879, 897
Lowndes *v.* Collins, 287, 289
Lowrance *v.* Robertson, 961
Lowry *v.* Coster, 1254
v. State, 692*k*
v. Young, 854
Lowther *v.* Com., 959
Loyacano *v.* Jurgens, 1371
Loyd *v.* Capps, 988
v. Columbus, 1110
Loxtercamp *v.* Lininger Implement Co., 762
Lozier *v.* Hannan, 749*a*
Lucas *v.* Flinn, 481, 489
v. Detroit City Ry., 226*f*
v. Michigan Cent. R. R., 865
v. New York C. R. R., 579
v. The Thomas Swann, 587
v. Trumbull, 55, 494
v. Wattles, 318
v. Wilcox, 976
Luce *v.* Hoisington, 54 Vt. 428; 121*d*
v. Hoisington, 56 Vt. 436; 121*d*, 195
v. Jones, 81
Lucille, The, 595, 1298
Lucille Manor, The, 657
Luck *v.* Ripon, 180
Lucker *v.* Liske, 1256
Luckey *v.* Roberts, 567
Lucking *v.* Gegg, 801
Lucot *v.* Rodgers, 932
Lucy *v.* Chicago G. W. Ry., 1342
Ludden *v.* Buffalo Belting Co., 80
Ludlow *v.* Detweller, 1123, 1138*a*
v. Dole, 664
v. Froste, 1177
v. Gilman, 973
v. Steffen, 436
v. Yonkers, 316, 944
Ludwick *v.* Huntzinger, 325
Ludwig *v.* Meyre, 844
Lueders *v.* Hartford L. I. Co., 732
Luessen *v.* Oshkosh E. L. & P. Co., 575

[References are to sections]

Luetgert *v.* Volker, 311
Lufburrow *v.* Henderson, 1040, 1049, 1062
Lufkin *v.* Hitchcock, 1368
v. Mayall, 673*a*
v. Patterson, 675
Luft *v.* Lingane, 1335
Luitweiler P. E. Co. *v.* Ukiah W. & I. Co., 767
Luke *v.* Lyde, 841
Lukin *v.* Goodsall, 932
Lumber Co. *v.* Daniel, 308
Lumbermen's Ins. Co. *v.* St. Paul, 73
Lumberman's Min. Co. *v.* Gilchrist, 842
Lumpkin *v.* Blewitt, 976
Lund *v.* Idaho & N. W. R. R., 1165*a*
v. New Bedford, 100, 101
v. Sargent Mfg. Co., 1357
v. Tyler, 181, 1303
Lunn *v.* Gage, 1057
v. Guthrie, 818*b*
v. Shermer, 777
v. Turner, 363*a*
Lunsford *v.* Baskins, 688
v. Dietrich, 44, 47
v. Walker, 483
Lunt *v.* Egeland, 408
v. Philbrick, 47, 473
v. Wrenn, 236, 239
Luntz *v.* Berry, 423
Luper *v.* Henry, 1354
Lurch *v.* Holder, 221*a*
Lurton *v.* Gilliam, 308
Lusch *v.* Huber Mfg. Co., 82
Luse *v.* Jones, 42, 127*a*, 182, 214, 1298
Lush *v.* Druse, 307, 999*a*
Lusk *v.* Briscoe, 1271
v. Smith, 310
Luske *v.* Hotchkiss, 673*d*
Lutes *v.* Alpaugh, 689
Luther *v.* Winnisimmet Co., 64
Luxenberg *v.* Keith & P. A. Co., 607
Luxmore *v.* Robson, 999*h*
Lycoming G. & W. Co. *v.* Mayor, 1112*a*
Lycoming Ins. Co. *v.* Mitchell, 713
Lydecker *v.* Valentine, 614
Lyden *v.* McGee, 464
Lydian Monarch, The, 851
Lydon *v.* Sullivan, 753
Lyle *v.* Barker, 76, 78
Lyle *v.* Clason, 1277
Lyles *v.* Lyles, 280
v. Perrin, 119 Cal. 264; 363
v. Perrin, 134 Cal. 417; 975
v. Western U. T. Co., 894*c*, 894*d*
Lyman *v.* Babcock, 413
v. Conkey, 692*k*
v. Lincoln, 655*d*
v. Mower, 912
Lyme Regis *v.* Henly, 35
Lynch *v.* American Linseed Co., 1355
v. Baldwin, 999*b*, 1057
v. Bogy, 673*d*
v. Cox, 914
v. De Viar, 303
v. Knight, 43, 43*b*, 43*f*, 44, 47
v. McGhan, 517
v. Metropolitan E. R. R., 1256*f*
v. Sellers, 614
v. Third Ave. R. R., 1262
v. Troxell, 942
v. Wright, 1021
Lynd *v.* Picket, 363*a*, 364, 366, 373*a*
Lynde *v.* Thompson, 417
Lyndon *v.* Miller, 692*e*
Lyne *v.* Western U. T. Co., 894, 894*c*
Lynn *v.* McDonald, 1165
Lynn G. & E. Co. *v.* Meriden F. I. Co., 116, 121*d*, 723*a*
Lyon *v.* Betram, 762*a*
v. Clark, 678
v. Donaldson, 1229
v. Fishmongers' Co., 1093
v. Gormley, 503
v. Green Bay & M. Ry., 1151, 1175
v. Hammon & B. I. R. R., 1138, 1160*a*
v. Hersey, 237, 685*n*
v. Katten, 1012, 1298
v. Magagno, 301*c*
v. Manhattan Ry., 1309
v. Northup, 802
v. Valentine, 664*a*
v. Yates, 53
Lyons *v.* Barnum, 1028
v. Boston & L. R. R., 929*a*
v. Chamberlin, 311*a*
v. Erie Ry., 228
v. Iron City Nat. Bank, 334
v. Merrick, 125*a*

Lyons *v.* Second Ave. R. R., 1367
Lytle *v.* Scottish American Mort. Co., 412
Lytton *v.* Baird, 236, 241, 457, 458

M

M. & M. R. R. *v.* Finney, 380
M. J. Sanford, The, 196
M. Kalbfleisch, The, 226*l*
M. M. Caleb, The, 593
M. S. Bacon, The, *v.* Erie & W. Transportation Co., 857
Mabb *v.* Stewart, 205, 222
Mabin *v.* Webster, 641*b*
Mabrey *v.* Cape Girardeau & J. G. R. R. 171
McAbee *v.* Cribbs, 972
McAdory *v.* Louisville & N. R. R., 574 1367
McAfee *v.* Crawford, 60
v. Crofford, 137, 363*a*
McAfferty *v.* Hale, 655*e*
McAleer *v.* Good, 372
McAlester *v.* Landers, 1051, 1057
v. Suchy, 689*a*
McAlexander *v.* Harris, 452
McAlister *v.* Chicago, R. I. & P. R. R., 852
McAllen *v.* Western U. T. Co., 894*c*
McAllister *v.* Clark, 681*a*
v. Clement, 109
v. Dexter & P. R. R., 921
v. Douglas, 734
v. Reab, 298, 1039
McAllistern *v.* Reel, 1157
M'Almont *v.* M'Clelland, 445
McAlpin *v.* Lee, 762*a*, 1050
v. Woodruff, 238, 976, 982, 983
McAndrew *v.* Electric Tel. Co., 876
v. Lake Shore & M. S. R. R., 85*c*
McAneany *v.* Jewett, 106
McArthur *v.* Cornwall, 360, 363, 908
v. Howett, 537
v. Sault News Printing Co., 443
v. Seaforth, 508
McAulay *v.* Allen, 82
v. Birkhead, 475, 476
McAvoy *v.* Wright, 777
McBeth *v.* Craddock, 316
McBrayer *v.* Cohen, 1023
McBride *v.* Marine Ins. Co., 712
v. McIntire, 339*a*
v. McLaughlin, 385
v. Sunset Telephone Co., 45*a*, 894
McCaa *v.* Elam Drug Co., 121*d*
McCabe *v.* Desnoyers, 777
v. Knapp, 252
v. Morehead, 375, 538
v. Narragansett E. L. Co., 573*a*, 574*a*, 577
v. Platter, 451
McCafferty *v.* Griswold, 959, 984, 984*a*, 1009
McCall *v.* Icks, 308, 308*a*, 636*l*
v. McDowell, 464, 466
v. Phœnix M. L. I. Co., 730
v. Sun Mut. Ins. Co., 710
v. Turner, 340
McCall Co. *v.* Deuchler, 417
McCalla *v.* Clark, 80, 1044
McCann *v.* Albany, 11 App. Div. 378; 419
v. Albany, 42 N. Y. Supp. 94; 407
v. Albany, 158 N. Y. 634; 391
v. Lewis, 334
v. Ullman, 769
McCaraher *v.* Commonwealth, 692
McCardell *v.* Williams, 991
McCardle *v.* McGinley, 241
McCarten *v.* Flagler, 1334
McCarthy *v.* DeAmit, 372, 382
v. Ellers, 762
v. Henderson, 1041
v. Mayor, 673*d*
v. Metropolitan Board of Works, 1123
v. Miller, 126*b*, 361
v. Niskern, 360, 385
v. Nixon Grocery Co., 750
v. St. Paul, 217
v. Spring Valley Coal Co., 226*o*
McCartney *v.* Phila., 1110
v. Smith, 226
v. Titsworth, 950
McCarty *v.* Beach, 106
v. Frazer, 692*j*
v. Gray, 363*a*

[References are to sections]

McCarty *v.* Heryford, 637, 641*c*
v. Leggett, 977
v. Quimby, 317, 538
v. St. Louis Transit Co., 1372
v. Wells, 1255
McCauley *v.* Leavitt, 340*b*
v. Moses, 973
McCausey *v.* Hoek, 182, 565*c*
McCausland *v.* Bell, 336
v. Cresap, 615
McChesney *v.* Wilson, 358
McClair *v.* Austin, 614
McClarren *v.* Jefferson, 1177
McClatchey *v.* Anderson, 762
McCleary *v.* Edwards, 984
McClellan *v.* Harris, 672
McClelland *v.* Moore, 979
v. Snider, 613, 655
McClendon *v.* Wells, 370, 683
McCleneghan *v.* Omaha, etc., R. R., 221*a*
McCleskey & Whitman *v.* Howell Cotton Co., 739
McClintock *v.* Crick, 449
McCloskey *v.* Ryder, 333, 930*a*
McClowry *v.* Croghan, 959, 984, 996
McCloy *v.* Arnett, 909, 909*a*
McClung *v.* Beirne, 688
McClure *v.* Broken Bow, 942
v. Dunkin, 678
v. Gamble, 959
v. Hill, 82
v. Pyatt, 673
v. Renaker, 682*a*
v. Scerist, 656
v. Thorpe, 624, 936, 989
v. Williams, 762
McClurg *v.* Brenton, 373
McColl *v.* Western U. T. Co., 888
McCollum *v.* Davis, 205
v. Huntington, 734
v. Seward, 312, 315, 308*a*, 664*a*
McComas *v.* Haas, 753
McComb *v.* Brodie, 1228, 1240
v. Reed, 270
McCombs *v.* Pittsburg, 1150
McCommico *v.* Curzen, 312
McConaghy *v.* Pemberton, 170, 194, 610
McConathy *v.* Deck, 361, 372
McConey *v.* Wallace, 645
McConnel *v.* Kibbe, 93*a*, 98, 636*g*
McConnell *v.* Corona City Water Co., 614
v. Dunlap, 1010
v. Hampton, 1326
v. Wright, 779
McConnell Bros *v.* Southern R. R., 851
v. Slappey, 316
McCord *v.* Massey, 976, 980
v. Nabours, 497*a*
v. Tiber, The, 599
v. West Feliciana R. R., 655*c*
McCormack *v.* Lynch, 301
v. Showalter, 930
McCormick *v.* Basal, 636*d*
v. Connoly, 655
v. Crall, 295
v. Elston, 294, 214*v*
v. Falls City Bank, 695*c*
v. Hamilton, 1297
v. Kansas City, 1110
v. McCormick, 310*a*
v. Mitchell, 339*a*, 417
v. Moss, 692*d*
v. P. C. R. R., 55
v. Rochester Ry., 1367
v. Pennsylvania Central R. R., 317 493
v. Stowell, 995
v. Vanatta, 762, 767
v. United States Min. Co., 184
McCormick H. M. Co. *v.* Drake, 121*d*, 363
v. Markert, 751
McCormick Harvesting Co. *v.* Jensen, 738, 739
McCoy *v.* Cornell, 538
v. Crawford, 451
v. Elder, 689*a*
v. Huffman, 673*a*
v. Trucks, 477
v. Milwaukee St. Ry., 1355
v. Oldham, 991
v. P. W. & B. R. R., 380
McCracken *v.* Hair, 1066
v. Smathers, 482, 484, 491
v. Traction Co., 580*a*
v. Webb, 757

[References are to sections]

McCray *v.* Fairmont, 1144
McCrea *v.* Purmort, 964
McCready *v.* Phillips, 439*a*
McCreary *v.* Pennsylvania Canal Co., 1232*a*
McCreery *v.* Green, 308*a*
v. Willett, 553, 554
McCrubb *v.* Bray, 913
McCruden *v.* Jones, 311*f*
v. Rochester Ry., 933
McCuaig *v.* Quaker City Ins. Co., 244, 712
McCubbin *v.* Hastings, 570
Maccubbin *v.* Thornton, 549
McCue *v.* Klein, 585
McCulloch *v.* St. Paul, M. & M. R. R., 1110
McCullough *v.* Baker, 655*b*
v. Clemow, 310*a*, 312
v. Cox, 1046, 1052
v. Greenfield, 464
v. Ill. Steel Co., 1332, 1354
v. Newton, 308*a*
v. S. J. Hayde Contracting Co., 648*a*
v. Walton, 683
McCune *v.* Hartman Steel Co., 311*f*
McCurry *v.* Gibson, 418, 426
v. McCurry, 451
McCutcheon *v.* Dougherty, 310
v. Freedom, 325
McCutchin *v.* Taylor, 469
McDade *v.* Bossier Levee Board, 916
McDaniel *v.* Baca, 1328
v. Crabtree, 191, 238, 685*i*
v. Grace, 973
v. Hutcherson, 607*a*, 1261, 1266
v. Parks, 206, 667, 671
v. Staples, 499
v. State, 692*i*
McDermid *v.* Redpath, 737
McDermott *v.* Chicago & N. W. Ry., 1350
v. De Meridor Co., 633*f*
v. St. Wilhelmina B. A. Soc., 655*f*
v. Severe, 47
McDodrill *v.* Pardee Co., 75
McDonald *v.* Casey, 1252
v. Champion I. & S. Co., 1367
v. Christie, 1296
McDonald *v.* Clearwater Shortline R. R., 1032
v. Everitt, 256
v. Great Western R. R., 340*b*
v. James, 237, 685*c*, 685*k*
v. Kansas City, B. & N. Co., 164, 762
v. Liggett, 664
v. Loewen, 684
v. Meadows, 692*k*
v. Metropolitan St. R. R., 1367
v. Montague, 661
v. Montana Wood Co., 930*a*
v. Neilson, 1031
v. North, 58, 317, 540
v. Norton, 375
v. Scaife, 317, 375
v. Texas, etc., R. R., 1143
v. Unaka T. Co., 246, 739, 1059
v. Walter, 1368
v. Whitney, 1222
v. Woodruff, 448*d*
McDonnel *v.* Henry Elias Brewing Co., 1348
MacDonnell *v.* Buffalo L. T. & S. D. Co., 492*b*
v. Minneapolis, St. P. & S. S. M. Ry., 132, 143, 1334
McDonough *v.* Reilly, 536
v. Williams, 439*a*
Macdougall *v.* Knight, 85*b*
McDouglad *v.* Coward, 449
McDowell *v.* McCormick, 76
v. Milroy, 979, 1053
v. Oyer, 603, 606, 611, 1020
McDugald *v.* McFadgin, 1039
McDunn *v.* Des Moines, 975, 982
McEachin *v.* Tuscaloosa, 1122
McEachron *v.* Randles, 755
McElheny *v.* McKeespert & DuQuesne Bridge Co., 1152
McElligott *v.* Randolph, 571*f*
McElrath *v.* Whetstone, 684
McElroy *v.* Goble, 101, 940
McElwee *v.* Bridgeport L. & I. Co., 6
McEvoy *v.* Bock, 90
v. Humphrey, 1249*a*, 1254
McEwan *v.* McLeod, 842
McEwen *v.* Dillon, 993
v. Kerfoot, 1056

[References are to sections]

McElyea *v.* Faires, 301*b*
McFadden *v.* Crawford, 308*a*
v. Henderson, 734
v. Hopkins, 82
v. Johnson, 1159
v. Ross, 691*a*
v. Schill, 924*a*, 1143
v. Whitney, 55
McFadin *v.* Rippey, 999*b*
McFall *v.* Dempsey, 304
McFarland *v.* Carver, 1052
v. Dawson, 671
v. McClees, 818*b*
v. Stone, 914
v. United States M. A. Assoc., 732
MacFarlane *v.* Allan-Pfeiffer Chemical Co., 672
MacFeat *v.* Philadelphia, W. & B. R. R., 574*a*
McFee *v.* Vicksburg R. R., 1367
McGann *v.* Hamilton, 924*a*
McGar *v.* Bristol, 1112*a*
McGarr *v.* National & P.W. Mills, 486*c*
McGarrahan *v.* New York, N. H. & H. R. R., 171*a*, 221*b*, 483, 485
McGary *v.* Hastings, 959, 979, 982, 983
v. President, 380*b*
McGaughey *v.* Jacoby, 681*a*
McGaughy *v.* Berg, 340*c*
McGavock *v.* Chamberlain, 528
v. Wood, 762
McGaw *v.* Acker, M. & C. Co., 240
McGean *v.* Manhattan Ry., 1208
McGee *v.* Roen, 795
McGehee *v.* Shafer, 1325
McGettigan *v.* Parks, 925, 939
McGhee *v.* Posey, 734
v. Willis, 574*a*
McGiffin *v.* Baird, 774
McGill *v.* Ash, 75
v. Grand Trunk Ry., 856
v. Pintsch Compressing Co., 948
v. Rowand, 1288
v. U. S. Bank, 339*a*
v. W. P. Fuller & Co., 564, 565*a*, 565*c*
McGillivray *v.* Minico Real Estate Security Co., 972
McGinnis *v.* Noble, 1053
v. Pontiac, The, 599*c*
McGoldrick *v.* Rex, 1154*a*
McGoon *v.* Shirk, 270
McGovern *v.* Lewis, 633*d*, 842
v. New York C. & H. R. R. R., 571*c*
McGowan *v.* Bailey, 304, 932, 936
v. Duff, 873*b*
v. Interstate Consolidated St. R. R., 481
v. La Plata M. & S. Co., 1326
v. Lynch, 515
v. St. Louis O. & S. Co., 572
v. Whiting, 1070
McGowan, Matter of, 301*c*
McGowen *v.* Young, 83
McGown *v.* International & G. N. Ry., 380*a*, 573
McGrann *v.* North Lebanon R. R., 655
McGrath *v.* Gegner, 734
v. Horgan, 643, 656
McGraw *v.* Baltimore & O. R. R., 119
v. Gloversville, 673*d*
McGregor *v.* Balch, 688*a*
v. Board of Education, 999*j*
v. Equitable Gas Co., 1419, 1160*a*, 1164, 1165
v. Kilgore, 844
v. McArthur, 641
McGrew *v.* Chicago & M. E. R. R., 1359
v. Mo. Pac. Ry., 857*a*
McGuckin *v.* Milbank, 968
McGuffey *v.* Humes, 959, 965
McGuinness *v.* Whalen, 1023
McGuire *v.* Grant, 93*a*, 925, 939
v. Lovelace, 932
v. Lynch, 906
v. Pierce, 686
McHaney *v.* St. Louis & S. F. R. R., 852
v. Trustees, 561
McHardy *v.* Wadsworth, 1041
McHenry *v.* Parkersburg, 924, 932
v. Philadelphia, W. & B. R. R., 852
McHenry Coal Co. *v.* Sneddon, 368
McHose *v.* Earnshaw, 778
v. Fulmer, 153, 157, 163, 204, 740, 741, 1059
McHugh *v.* Rhode Island Co., 1365
v. Schlosser, 573*a*, 574*a*
McIlhargy *v.* Chambers, 1298
McIlvaine *v.* Wilkins, 295, 308

[References are to sections]

McIlvane, The, 592
McInhill *v.* Odell, 269
McInnis *v.* Lyman, 56, 956, 977
McInroy *v.* Dyer, 58, 316, 565*a*
McIntire *v.* Barnes, 645, 1067
v. Cagley, 416
v. Eastman, 535
v. Lincham, 692*f*
v. Sholty, 363
v. State, 1148
McIntosh *v.* Augusta & A. Ry., 364, 371*a*
v. Johnson, 410, 676
v. Lee, 109
McInturff *v.* Western U. T. Co., 881*a*, 896
McIntyre *v.* Bransford, 451
v. Giblin, 47
v. New York C. R. R., 572, 1367
v. N. Y. Cent. R. R., 101
v. Whitney, 201 N. Y. 526; 521
v. Whitney, 139 App. Div. 557; 228*f*, 521
McKahan *v.* American Express Co., 851
McKay *v.* Barnett, 672
v. Lane, 316
v. Melvin, 301*b*
v. New England Dredging Co., 573*a*, 574*a*, 576, 580, 584, 1367
v. Overton, 310*a*
v. Riley, 740
McKee *v.* Bain, 979, 983
v. Brandon, 959
v. Jones, 769
v. Nelson, 1290
v. Phœnix Ins. Co., 730
McKeegan *v.* McSwiney, 679*a*
McKeigue *v.* Janesville, 580, 581, 1289, 1306, 1307
McKellar *v.* Powell, 681*a*
McKelvin *v.* London, 226*j*
McKenna *v.* Baessler, 226*j*
v. Citizens' Natural Gas Co., 485*a*, 1303
McKenney *v.* Haines, 313*a*, 519, 746
McKenzie *v.* A. P. Cook Co., 915
v. Boutwell, 1296
v. Gray, 637, 638
McKenzie *v.* Hancock, 772
v. Marsh, 686
v. Mitchell, 607, 629
v. North Coast Coll. Co., 1363
v. Underwood, 794
McKeon *v.* Byington, 310, 311
v. Citizens' Ry., 347, 360, 363*a*, 380
v. N. Y., N. H. & H. R. R., 1152*a*
v. See, 33, 948
v. Wendelken, 304
McKerall *v.* Atlantic C. L. R. R., 854
McKercher *v.* Curtis, 734
McKey *v.* Lauflin, 689
McKibbin *v.* Great Northern R. R., 873
v. Williams, 306
McKim *v.* Bartlett, 98, 106, 692*c*
v. Blake, 311, 335
v. Haley, 681*a*
McKinlay *v.* Tuttle, 905
McKinley *v.* Blackedge, 301
v. Chicago & N. W. Ry., 41, 47, 180, 226*f*, 481, 485
v. Drew, 439*c*
v. Goodman, 667
v. Williams, 728
McKinney *v.* Carson, 1261, 1271
v. Nashville, 265, 1171*a*
v. Peck, 999*j*
v. Springer, 660, 662, 1048
McKinnon *v.* Burrows, 1010
v. McEwan, 190, 646
McKinsey *v.* Squires, 639
McKnight *v.* Carmichael, 506*a*
v. Chauncey, 341
v. Derlin, 1040
v. Dunlop, 5 N. Y. 537; 734
v. Dunlop, 4 Barb. 36; 313, 314
v. Ratcliff, 178, 184, 947
v. United States, 505
v. Wichita, 1171*b*, 1149
McKusick *v.* Stillwater, 1148
Macky *v.* Dillinger, 1044, 1069
McLane *v.* Abrams, 325
v. Elmer, 4
v. Miller, 1048, 1064
McLaren *v.* Fischer, 645
McLaughlin *v.* Bangor, 195, 436
v. Charles, 446
v. Corry, 41, 47, 86*c*

[References are to sections]

McLaughlin *v.* Cowley, 451
v. Hebron Mfg. Co., 573*a*
McLean *v.* Charles Wright Medicine Co., 109
v. Chicago I. & D. R. R., 1171*b*
v. Chicago, S. P. M. & O. Ry., 1342
v. News Pub. Co., 607*a*
v. Pittsburg Railways, 482*a*
v. Richardson, 755
v. Tinsley, 413
McLean C. C. Co. *v.* Lennon, 502
v. Long, 502, 935
v. McVey, 575
McLees *v.* Felt, 1260
McLemore *v.* Mabson, 973
McLendon *v.* Anson County, 346
v. Atlanta, etc., R. R., 1175
McLennan *v.* Ohmen, 762, 766
v. Prentice, 956, 966, 975, 977, 981
McLeod *v.* Boulton, 98, 103, 812
v. Capehart, 533
v. Genius, 655
v. Nimocks, 1275
v. Sandell, 107*c*
v. Spencer, 70
McLimans *v.* Lancaster, 335
McLure *v.* Hart, 1146
McMahan *v.* Bowe, 908
McMahon *v.* Bangs, 1306
v. Dubuque, 251, 932
v. Field, 150, 867
v. New Orleans R. & L. Co., 1333
v. New York & E. R. R., 313, 314*a*
v. New York News Pub. Co., 368
v. Northern C. Ry., 41, 47, 226*f*, 485
v. St. Louis, A. & T. R. R., 1123
v. Sankey, 1249, 1254, 1255
v. Walsh, 1328
McManus *v.* American Woolen Co., 742*a*
McMartin *v.* Hurlburt, 244
McMaster *v.* Dyer, 1254
v. State, 314, 614, 617, 636, 642
v. Com., 1128
McMeekin *v.* Southern Ry., 159, 190
McMenamy *v.* Cohick, 363*a*, 364, 378
McMichael *v.* Mason, 59
McMillan *v.* Arthur, 827
v. Fairley, 431
McMillan *v.* First Nat. Bank, 408
v. Quincey, 834, 834*c*
v. Reaume, 439*a*
v. Ritchie, 959
v. Solomon, 999*c*
v. Union P. B. W., 41, 47, 486*b*
v. Vanderlip, 673*f*
McMillen *v.* Columbia, 1149
v. Elder, 1345
v. Gibson, 681*a*
McMullan *v.* Dickinson Co., 665, 666
v. Free, 164*a*, 768
McMullen *v.* Williams, 764
v. Winfield Building & Loan Assoc., 694
McMurray *v.* Basnett, 1326
v. Day, 917
v. Emerson, 1231
v. Sioux City, 1355
McMurrich *v.* Bond H. H. Co., 519
McMurty *v.* Blake, 1022
McMurtry *v.* Kentucky Cent. R. R., 316
McNair *v.* Crompton, 959, 1009, 1020
McNairy *v.* Bell, 411
v. McNairy, 311*b*
McNally *v.* White, 975
McNamara *v.* Clintonville, 121*b*, 180
v. Com., 1191
v. Dennison, 1143
v. Jose, 695
v. King, 352, 372, 490
v. McAllister, 480*a*
v. McNamara, 1334
v. Metropolitan St. Ry., 1363
v. Vincent, 999*h*
McNary *v.* Blackburn, 1255
McNaught *v.* Dodson, 753
McNaughter *v.* Cassally, 753
McNaughton *v.* Borth, 934*a*
McNear *v.* Leblond, 858
v. McComber, 301*b*
McNeil *v.* Call, 340*b*
v. Crucible Steel Co., 184
McNeil, *Ex parte*, 570
McNeill *v.* Cape Girardeau, 485
v. Reid, 193
McNetton *v.* Herb, 1249, 1250
McNutt *v.* Young, 451

[References are to sections]

McNutty *v.* Mt. Morris E. L. Co., 1256*a*
McPeak *v.* Missouri Pac. Ry., 43*h*
McPeek *v.* Western U. Tel. Co., 169
McPhee *v.* Wilson, 419
McPheeters *v.* Hannibal & St. J. R. R., 368
McPherson *v.* Chandler, 1271*a*
v. Robertson, 415
v. Ryan, 360, 370, 637*a*, 638, 639*a*
v. St. Louis, I. M. & S. Ry., 577
McPheters *v.* Moose R. L. D. Co., 136
McPhillips *v.* Fitzgerald, 926
McPike *v.* McPike, 311*b*
McQuade *v.* Newman, 762
McQuaid *v.* Portland & V. Ry., 1117
McQueen *v.* Fulghan, 443
v. Whetstone, 695*b*
McQuown *v.* Law, 785*k*
McRae *v.* Brown, 236, 685*m*
v. Clark, 200, 553
v. Dunlop, 553
v. McNair, 679*a*
v. Malloy, 311*a*
v. Metropolitan St. Ry., 42
v. White, 908, 920
McRea *v.* Hill, 119, 121*a*
McReynolds *v.* Kansas City, C. & S. Ry., 1140
v. Burlington & O. R. R., 1138, 1164, 1165*b*, 1165*c*
Macrow *v.* Great Western Ry., 873
McShane *v.* Howard Bank, 303, 694
McSherry Mfg. Co. *v.* Dowagiac Mfg. Co., 1230, 1243
McSloy *v.* Ryan, 1044
McSorley *v.* Faulkner, 1296
McSwyny *v.* Broadway & S. A. R. R., 1309
McTavish *v.* Carroll, 1261
MacVeagh *v.* Bailey, 127, 136, 565*a*, 682
McVeigh *v.* Howard, 302*a*
v. Minn. & R. R. Ry., 1367
v. Old Dominion Bank, 340*c*
McVicar *v.* Dennison, 343
v. Royce, 797, 799, 800
McWilliams *v.* Bragg, 360, 372
v. Hoban, 458, 372
v. Morgan, 688*a*, 931, 932
McWilliams *v.* Norfleet, 692*d*
Macarty *v.* Barrow, 700
Mace *v.* Ramsey, 194
v. Reed, 378
Macey Co. *v.* New York, 419
Machette *v.* Wanless, 324*a*, 538
Machin *v.* Geortner, 929*a*
Mack *v.* Chicago, R. I. & P. Ry., 1347
v. Jackson, 685*c*
v. Patchin, 986, 988
v. Slotcman, 762
v. South Bound R. R., 43*h*
Mackay *v.* Western U. T. Co., 154, 890
Mackellar *v.* Farrell, 688
Mackenzie *v.* Clement, 238, 983
Mackey *v.* Harmon, 970
v. Olssen, 1012, 1022
Mackintosh *v.* Great W. Ry., 289
Macklem *v.* Durrant, 431
Macomber *v.* Bigelow, 312
v. Dunham, 325
Macon *v.* Daley, 1172*a*
v. Dannenberg, 1108
v. Patty, 1139*a*
Macon & Western R. R. *v.* Johnson, 574*a*
v. Meador, 317
Macon Co. *v.* Rodgers, 326
Macon Ry. & L. Co. *v.* Mason, 482*a*
Macworth *v.* Thomas, 678
Macy *v.* Indianapolis, 1108, 1115
v. Peach, 137
Mad River & Lake Erie Railroad *v.* Fulton, 1289
Madden *v.* Caldwell Land Co., 960
v. Lemke, 755
Mades *v.* Miller, 311*b*
Madigan *v.* Schaghticoke, 490
Madison County *v.* Bartlett, 337
v. Johnston, 692*k*
v. Tullis, 98
Madison Nat. Bank *v.* Farmer, 81, 531*a*
Madisonville, H. & E. R. R. *v.* Cates, 219
v. Ross, 1169
Madisonville *v.* Stewart, 1348
Madland *v.* Beuland, 918
Madler *v.* Silverstone, 417
Magagnos *v.* Brooklyn Heights R. R., 380

Magaw *v.* Lambert, 999*c*
Magdeburg G. I. Co. *v.* Paulson, 852
Mageau *v.* Great No. Ry., 571*c*
Magee *v.* Brooklyn, 1154*c*
v. Holland, 360, 376
v. Lavell, 413
Magenta, The, 587
Magerstadt *v.* Harder, 691*a*
Magic Ruffle Co. *v.* Elm City Co., 1232*a*
Magilton *v.* Stevenson, 310*a*
Magmer *v.* Renk, 241, 459, 468
Magner *v.* Knowles, 303
Magnes *v.* Sioux City Nursery & Seed Co., 753, 755
Magnin *v.* Dinsmore, 844, 851
Magnolia Metal Co. *v.* Gale, 603, 614
Magnus *v.* Woolery, 692*i*
Magoffin *v.* Patton, 301*c*
Magouirk *v.* Western U. T. Co., 894
Magrane *v.* Archbold, 426
Magruder *v.* Randolph, 85
Maguire *v.* Dutton, 533, 535
v. Pan American Amusement Co., 689*a*
v. Riggin, 976
v. Sheehan, 121*b*, 491
v. Transit Co., 484
v. Woodside, 666
Mahady *v.* Bushwick R. R., 1184
Mahaffey *v.* Beach Creek R. R., 1142
Mahan *v.* Brown, 32
v. Ross, 1031
v. Waters, 340*b*
Mahanoy *v.* Comry, 337
Mahaska County *v.* Ingalls, 692*d*
Maher *v.* Central Park, N. & E. R. R. R., 1325
v. Riley, 745
v. Schulang, 1371
v. Winona & St. P. R. R., 109
Mahlman *v.* Williams, 688*a*
Mahoney, The, 597*a*
Mahoney *v.* Belford, 47, 451
v. Dixon, 563*a*
v. Young, 922
Mahood *v.* Pleasant Valley Coal Co., 1357
Mahurin *v.* Bickford, 334
Maier *v.* Brown, 1238, 1239
Maier *v.* Western Union Telegraph C., 876, 897
Maille *v.* Lacassagne, 1370
Main *v.* Casserly, 411
v. King, 417
Maine, The, 590
Maine *v.* Chicago City Ry., 1348
Maine Cent. Inst. *v.* Haskell, 301
Maine M. M. Ins. Co. *v.* Farrar, 703
v. Stockwell, 703
Mainstee I. W. Co. *v.* Shores Lumber Co., 419
Mainwaring *v.* Brandon, 833
Mainz *v.* Lederer, 637, 639
Mailler *v.* Express Propeller Line, 196, 226, 592, 593
Mairs *v.* Manhattan R. E. Assoc., 317
Maisenbacker *v.* Society, 234, 359
Majestic Hotel Co. *v.* Eyre, 999*c*
Major *v.* Dunnavant, 975
v. Pulliam, 388
Malachy *v.* Soper, 455
Malaun *v.* Ammon, 1020
Malcomb *v.* Louisville & N. R. R., 862
Malcomson *v.* Reeves Pulley Co., 752
Malecek *v.* Tower G. & L. Ry., 379
Maling, The, 588
Mall *v.* Portland, 332
Mallay *v.* Kelly-Atkinson Const. Co., 1349
Mallet *v.* Quine, 1154*c*
Mallonee *v.* Duff, 674
Mallory *v.* Lord, 753
Mallough *v.* Barber, 817
Malloy *v.* Bennett, 368, 378
Malmstrom *v.* People's D. D. Co., 937
Malneg *v.* Hatten Lumber Co., 153
Malone *v.* Hawley, 47, 86*c*, 490
v. Philadelphia, 419
v. Roy, 325, 916
v. Sierra Ry. Co. of California, 44
Maloney *v.* King, 503
v. Stetson & Post Mill Co., 1348
Malony *v.* Brady, 646*b*
Malott *v.* Goff, 789
v. Central Trust Co., 1367
v. Shimer, 1367
Maltman *v.* Williamson, 308
Manchester & O. Bank *v.* Cook, 168
Mandel *v.* Steel, 762*a*

[References are to sections]

Mandeville *v.* Courtright, 368
Mandia *v.* McMahon, 130, 607
Maneely *v.* M'Gee, 798
Maner *v.* Wilson, 325
Maness *v.* Joplin & P. Ry., 1347
Maney *v.* Chicago, etc., R. R., 573*a*
Mangalore, The, 852
Manger *v.* Grodnick, 665
Mangham *v.* Reed, 1282
Mangles *v.* Chosen Freeholders, 1129
Mangold *v.* Oft, 487*a*
Mangum *v.* Ball, 278, 819
Manhan *v.* Smith, 972
Manhattan, The, 587
Manhattan L. Ins. Co. *v.* Hennessy, 729
Manhattan R. R. *v.* O'Sullivan, 1190
Manhattan Stamping Works *v.* Koehler, 212*b*, 995
Manhattan Terminal, *In re*, 253, 1294
Manice *v.* Brady, 405
Manitoba, The, 587, 598
Manitou & P. P. Ry. *v.* Harris, 933
Manley *v.* New York C. & H. R. R. R., 1356
Mann *v.* Cross, 345
v. Eckford, 789
v. Everts, 692*j*
v. Lawrence, 311*b*
v. Mathews, 975, 981
v. Taylor, 78 Ia. 355; 162, 742
v. Taylor, 1 McC. 171; 334
v. Yazoo, 692*e*
Mann B. C. Co. *v.* Dupre, 121*b*, 873*a*
Mann, Succession of, 339
Mannerberg *v.* Metropolitan St. Ry., 482*a*
Manning *v.* Fitch, 167
v. Grinstead, 684*a*
v. Manning, 311*c*
v. Monaghan, 81
v. Shreveport, 44 La. 882; 1172*a*
v. Shreveport, 119 La. 1044; 1139
Mannville Co. *v.* Worcester, 56
Mansell *v.* British L. C. Bank, 1286*b*
Manser *v.* Collins, 47
Mansfield *v.* New York Central & H. R. R. R., 296, 312, 313
Mansfield Coal & Coke Co. *v.* McEnery, 574*a*, 577, 580
Manson *v.* Boston, 1151, 1164
Mansur *v.* Willard, 755
Mantonville R. & T. Co. *v.* Slingerland, 1126, 1154
Mantonya *v.* Martin E. O. Co., 82
Mantur *v.* Truesdale, 1027
Manuel *v.* Campbell, 606*a*
Manufacturers' & Traders' Bank *v.* C. W. F. Dare Co., 685*e*
Manufacturers' Bank *v.* Dare, 685
Manufacturers' Fuel Co. *v.* White, 486*b*
Manufacturers' N. B. *v.* Perry, 303
Manufacturers' N. G. Co. *v.* Leslie, 1110, 1165
Manufacturing Co. *v.* Cowing, 1237
v. Worcester, 1172*a*
Manville *v.* McCoy, 656
v. Western U. T. Co., 876, 882
Manville Covering Co. *v.* Babcock, 1256*h*
Many, *In re*, 704
Many *v.* Sizer, 1228
Manzer *v.* Phillips, 1249
Marble *v.* Keyes, 85*b*
Marburg *v.* Marburg, 274
Marbury *v.* Kentucky Union Land Co., 789
Marbury Lumber Co. *v.* Stearns Mfg. Co., 164*a*
March *v.* Allabough, 413
v. Barnet, 804
v. Portsmouth, etc., R. R., 336, 1108
v. Walker, 574, 584
Marchesseau *v.* Chaffee, 734
Marely *v.* Shults, 1208
Marcum *v.* Burgess, 545
Marcus *v.* Omaha & C. B. R. & B. Co., 1371
v. Smith, 1023
v. Stein, 433
v. Thornton, 1060
Marcy *v.* Fries, 64, 65, 1148
Marengo County *v.* Matkin, 685*f*
Marfield *v.* Douglass, 821
Margaret, The, *v.* The Connestoga, 235
Margolith *v.* McDonald, 1334
Margraf *v.* Muir, 1010, 1011
Mariani *v.* Dougherty, 1372

[References are to sections]

Marie *v.* Semple, 915
Marietta Iron Works *v.* Lottimer, 326
Marine *v.* Lyon, 338
Marine Bank *v.* Fulton Bank, 269
Marine Ins. Co. *v.* China Transpacific Steamship Co., 716
v. United Ins. Co., 841
v. So. Pac. Co., 841
Marion *v.* Johnson, 363*a*
Mariska, The, 588, 590
Mark *v.* H. D. Williams Cooperage Co., 212*b*
v. Hudson River Bridge Co., 214
Markel *v.* Moudy, 1027
Marker *v.* Dunn, 451
v. Miller, 487
Markham *v.* Herrick, 641
v. Jandon, 228*e*, 228*f*, 509
v. Russell, 443, 446, 448
Markland *v.* Crump, 956
Markoe *v.* American Surety Co., 688
Marks *v.* Chicago Yacht Club, 685*j*
v. Culmer, 364, 366, 382, 564, 935*a*
v. Long Island R. R., 181
v. Massachusetts B. & I. Co., 682*a*
Marlborough *v.* Sisson, 91, 636*g*
Marlett *v.* Clary, 773
Marlow *v.* Southern Pac. Co., 1342
Marney *v.* State, 692*d*
Marpessa, The, 593
Marquardt *v.* Hudson C. G. Co., 107*d*
Marquart *v.* La Farge, 927, 990*b*, 1304
Marquette County *v.* Ward, 688
Marquette, H. & O. R. R. *v.* Langton, 844
Marquezc *v.* Sontheimer, 127, 182, 565*c*, 682
Marquis *v.* Lauretson, 655*b*
v. Wood, 851
Marquis of Chandos *v.* Commrs. of Inland Revenue, 1286
Marr *v.* Barrett, 821
v. Prather, 276
v. Southwick, 339*a*
v. Western U. T. Co., 214, 884
Marrin *v.* Graver, 189, 984
Marriott *v.* Missouri Pac. Ry., 1350
v. Western U. T. Co., 881
Marsh *v.* Billings, 102
v. Butterworth, 999*c*
Marsh *v.* Cavanaugh, 1006
v. Edge, 443
v. Fraser, 310, 314
v. Hammond, 908
v. Harrington, 808
v. Irwin, 921
v. McPherson, 55, 734, 764
v. Minneapolis B. Co., 1368
v. New York & Erie R. R., 1288
v. Nichols, Shepard & Co., 1242
v. Richards, 657, 660, 662
v. Rulesson, 673*f*
v. Seymour, 1230*a*
v. Taylor, 301*c*
v. Thompson, 973
v. Webber, 769
Marshall, *Ex parte*, 805
Marshall *v.* American T. & T. Co., 1166*e*, 1171*c*
v. Betner, 234, 359, 467
v. Clark, 162
v. Delaware Ins. Co., 711
v. Dudley, 295
v. Ferguson, 818*b*
v. Franklin L. I. Co., 730
v. Gantt, 765
v. Gunter, 1326
v. Haney, 1010, 1019
v. J. W. & W. S. Atkins, 416*a*
v. McConnell, 959
v. Macon County Savings Bank, 752
v. Marshall, 278
v. New York C. R. R., 846
v. Piles, 755
v. Poole, 289
v. Saginaw V. T. Co., 1347
v. Schricker, 293
v. Simpson, 545
v. Taylor, 1340
v. Welwood, 33
v. Wood, 316, 762
Marston *v.* Hobbs, 956, 966
v. Singapore Rattan Co., 606*a*
Martachowski *v.* Orawitz, 1030
Martin *v.* Atkinson, 959, 979
v. Berwind-White Coal Mining Co., 416, 999*a*
v. Bolenbaugh, 795
v. Carlock, 364

[References are to sections]

Martin *v.* Corscadden, 458, 1337
v. Court, 789
v. Deetz, 182*a*
v. Ede, 302
v. Everett, 665
v. Fillmore County, 1141
v. Franklin, 275
v. Gordon, 959, 961, 964, 981
v. Hill, 228, 1057
v. Kelly, 685
v. Leslie, 361
v. Long, 966
v. Manhattan R. R., 1203
v. Martin, 6 Watts, 67; 301*c*
v. Martin, 108 Wis. 284; 673*c*, 999*c*
v. Meles, 636*c*
v. Minor, 487*a*
v. Monongahela R. R., 620
v. Murphy, 482, 483, 484
v. Oslin, 493*a*
v. Porter, 501
v. Prince, 673*e*
v. Riddle, 373
v. Rider, 1286*b*
v. Ripe, 1007
v. Schoenberger, 659
v. St. Louis, 331*a*
v. Seaboard A. L. Ry., 607
v. Silliman, 308*a*
v. Southern Ry., 864*a*
v. State, 310, 314
v. Sunset Tel. Co., 888
v. Taylor, 679
v. Temperley, 810
v. Tyler, 1141*a*
v. Wharton, 1050
v. Wright, 959
Martin-Brown Co. *v.* Henderson, 76
Martindale *v.* Brock, 793, 801
v. Wilson-Cass Co., 673*d*
Martinez *v.* Thompson, 999*h*
Martinsville *v.* Shirley, 65
Marvin *v.* Lewis, 918
v. Pardee, 938
v. Prentice, 240, 910
Marx *v.* Leinkauff, 682
v. Press Pub. Co., 447
Mary Eveline, The, 594
Mary Ida, The, 587
Maryland *v.* Winter, 678
Maryland & W. R. R. *v.* Hiller, 1148
Maryland C. & C. Co. *v.* Quemahoning Coal Co., 161
Maryland Ice Co. *v.* Arctic Ice Mach. Mfg. Co., 735*c*
Maryland Steel Co. *v.* Marney, 116
Marzetti *v.* Williams, 98, 105, 107*a*, 171*a*, 707
Mascotte, The, 383*b*
Mashburn *v.* Danneberg, 431
Mason *v.* Alabama Iron Co., 90, 607, 613
v. Callender, 331, 343, 345
v. Com., 692*a*
v. Eakle, 334
v Ellsworth, 41, 481
v. Erie R. R., 482*a*
v. Franklin, 700
v. Graham, 1230, 1232*a*
v. Harper's Ferry Bridge Co., 1173
v. Hawes, 234, 359
v. Hill, 940
v. Kellogg, 978
v. Kennebec, etc., R. R., 1165*b*
v. Lawing, 1012*a*
v. Lewis, 931
v. Marine Ins. Co., 714
v. Morgan, 76
v. Postal T. C. Co., 932
v. Raplee, 777
v. Richards, 681*a*
v. Sieglitz, 36*a*
v. Southern Ry., 571*b*
v. Sumner, 691*b*
Mason Manuf. Co. *v.* Stephens, 621
Mason C. & F. D. R. R. *v.* Boynton, 1332
Masonic Sav. Bank *v.* Bangs, 310*a*
Masons' Fraternal Assoc. *v.* Riley, 732
Massachusetts *v.* Western Union Tel. Co., 339*a*
Massachusetts Ben. Assoc. *v.* Miles, 327
Massachusetts Cent. R. R. *v.* Blacker, 1151
v. Boston, etc., R. R., 1152*a*
Massachusetts Hospital *v.* Prov. L. Ins. Co., 274

[References are to sections]

Massachusetts L. & T. Co. *v.* Fitchburg R. R., 853
Massey *v.* Fain, 493, 1295
v. Greenabaum, 655*f*
v. Taylor, 674
Massie *v.* State Nat. Bank, 999*f*
Massman *v.* Steiger, 753
Massuere *v.* Dickens, 449
Mast *v.* Superior Drill Co., 1230*a*
Mastellar *v.* Great Northern Ry., 1331
Masters *v.* Warren, 41, 44, 47
Masters & G. W. Ry., *In re*, 1097
Masterson *v.* Chicago & N. W. R. R., 1342
v. Short, 35
Masterton *v.* Goodlett, 745
v. Mayor, 192, 613, 614, 616, 636*e*, 636*j*, 752
v. Mt. Vernon, 180, 181, 482*a*
Match *v.* Hunt, 335
Matheis *v.* Mazet, 376, 385, 478, 479
Matheny *v.* Stewart, 959, 982
Mather *v.* American Ex. Co., 121*b*, 152, 850
v. Butler County, 212*b*
v. Kinike, 273
Mathes *v.* McCarthy, 762
Mathesius *v.* Brooklyn Heights R. R., 667
Matheson *v.* Equitable Mar. Ins. Co., 712
v. Southern Ry., 363
Mathew *v.* Sherwell, 256
Mathews *v.* Davis, 1012*a*
v. Great Northern Ry., 76
v. Howard Ins. Co., 718
v. Sharp, 414
Mathieu *v.* Laflamme, 359
Matlock *v.* Reppy, 1027
Matney *v.* Chicago, R. I. & P. Ry., 852
Matoon City Ry. *v.* Graham, 1363
Matson *v.* Buck, 451
v. Matson, 1345
Matteson *v.* Monroe, 366
v. New York, etc., R. R., 47, 860
Matthews *v.* Adams, 310*a*
v. Bliss, 439*a*
v. Coe, 509
v. Cribbett, 639
v. Delaware & H. C. Co., 924
Matthews *v.* Discount Corp., 148
v. Gray, 1345
v. Matthews, 1012*a*
v. Montgomery, 692*a*
Mattice *v.* Brinkman, 492*a*
v. Wilcox, 452
Mattingly *v.* Boyd, 341
v. Colton, 599*c*
v. Houston, 47
v. Mathews, 755
Mattis *v.* Philadelphia Traction Co., 218
v. St. Louis & S. F. Ry., 937, 937*a*
Mattoon *v.* Pearce, 538
Mattox *v.* Craig, 279*c*
Mauerman *v.* St. Louis, I. M. & S. Ry., 486*c*
Mauk *v.* Brundage, 382, 445
Maul *v.* Drexel, 562
Mauldin *v.* Greenville, 1148, 1149, 1172
Maund *v.* Loeb, 1275
Maunsell *v.* Massareene, 1275
Maupai *v.* Jackson, 1017
Mauran *v.* Warren, 834*d*, 834*f*
Mauricet *v.* Brecknock, 1368
Maury *v.* Coyle, 317
Mauzy *v.* Flint, 956
Maverick *v.* Lewis, 999*c*
Maw *v.* Coast Lumber Co., 1354
v. Jones, 668
Mawson *v.* Leavitt, 407, 416
Max Morris, The, 599
Maxted *v.* Fowler, 762, 777
Maxville *v.* Western U. T. Co., 894*c*
Maxwell *v.* Allen, 407, 417
v. Crann, 317, 432*a*
v. Jameson, 796, 797
v. Kennedy, 377, 451
v. Parnell, 836, 838
v. Pike, 117, 562
v. Sherman, 1028
May *v.* Boston, 1162
v. Breunig, 633*f*
v. Brown, 449
v. Carbondale T. Co., 1149
v. Delaware Ins. Co., 718
v. Dyer, 777
v. Georger, 618, 633*b*
v. Green, 311*b*
v. Gunther, 633*b*

[References are to sections]

May *v.* Ivie, 973
v. Jameson, 527
v. N. Y. S. R. F. Soc., 439*c*
v. Poluhoff, 611
v. Slade, 1159
v. West Jersey & S. R. R., 579, 1367
Mayberry *v.* Cliffe, 533, 538
Maye *v.* Yappen, 935
Mayer *v.* American Ins. Co., 726
v. Duke, 60, 364, 387
v. Dwinell, 762, 762*a*
v. Frobe, 1254
v. La Piemme, 633*b*
v. Liebmann, 1354
v. Reed, 340*c*
v. Wooten, 965
Mayers *v.* Smith, 1249
Mayfair Property Co. *v.* Johnston, 932
Mayfield *v.* Moore, 569
v. White, 363*a*, 1334
Mayflower, The, 196, 593
Mayhew *v.* Burns, 570, 570*a*
Maynard *v.* Beardsley, 449, 451
v. Maynard, 214, 441
v. Northampton, 1171
v. Oregon Ry., 43*g*, 47
v. Pease, 519, 524, 822
v. Royal Worcester Corset Co., 633*f*, 667
Maynell *v.* Saltmarsh, 1194
Mayo *v.* Goldman, 120*a*
v. Springfield, 136 Mass. 10; 1110
v. Springfield, 138 Mass. 70; 63, 66
v. Wahlgreen, 316, 439*i*
Mayor, Matter of, etc., 1128
v. Furze, 35
v. Kelly, 692*a*
v. Lewis, 380*b*
v. Mabie, 999*b*
v. Muzzy, 673*e*
v. Second Ave. R. R., 647
Mayor of Birkenhead *v.* London & N. W. Ry., 1093
Maysville *v.* Stanton, 95, 925, 932
Maysville & B. S. Ry. *v.* Conner, 1138*a*
v. Ingram, 1123, 1138*a*, 1162
Maywood *v.* Logan, 1058
Mc is indexed as "Mac"
Meacham *v.* Fitchburg R. R., 1129, 1130, 1147
Mead *v.* Pittsburg, 1142
v. Pollock, 378
v. Stratton, 1254, 1255
v. Wheeler, 301, 417
v. Young, 42
Meade *v.* Brooklyn Heights R. R., 1347
v. Goldman, 483
v. Rutledge, 667
v. St. Louis M. L. I. Co., 730
Meaders *v.* Gray, 326
Meadows *v.* Osterkamp, 916
Meagher *v.* Driscoll, 44*a*
v. Puckett, 301*b*
Mealey *v.* Finnegan, 1020
Means *v.* Means, 762
v. Milliken, 1023
Meardon *v.* Iowa City, 1148
Mears *v.* Cornwall, 79
v. Nichols, 1061
Meason *v.* Kaine, 1009, 1023
v. Phillips, 279*c*
Meason's Estate, 334
Meaux *v.* Pittman, 685, 685*m*
Mecartney *v.* Smith, 929, 929*a*
Mechanics' & T. Bk. *v.* Farmers' & M. Nat. Bk., 76, 493, 1325, 1330
Mechanics' Ins. Co. *v.* Hodge, 722
Mechlem *v.* Blak, 973
v. Blake, 107*d*, 966
Medairy *v.* McAllister, 363
Medberry *v.* Sweet, 608
Medbury *v.* New York & E. R. R., 856*a*
v. Watrous, 673*a*, 1027
Medical College of Ga. *v.* Rushing, 43*i*
Medinger *v.* Brooklyn Heights R. R., 1367
Meech *v.* Smith, 298
Meehan *v.* Edwards, 933
Meek *v.* Wendt, 836
Meeker *v.* Gardella, 999*e*
v. Hurd, 673*a*
v. Klemm, 717
v. Meeker, 964
Meekins *v.* Norfolk & S. Ry., 581

[References are to sections]

Mehurin *v.* Stone, 659
Meibus *v.* Dodge, 368, 385
Meidel *v.* Anthis, 347, 361, 386, 1249, 1254, 1256
Meighan *v.* Birmingham Terminal Co., 63, 243, 362
Meisch *v.* Rochester El. Ry., 1334
Meixell *v.* Kirkpatrick, 1298
Melcher *v.* Scruggs, 47, 564
Mell *v.* Mooney, 1062
Mellersh *v.* Brown, 288
Mellish *v.* Simeon, 700
Mellor *v.* Philadelphia, 238
v. Spateman, 97
Melsbary *v.* Jacobus, 976
Memmer *v.* Carey, 85
Memmert *v.* McKeen, 1024
Memphis *v.* Bolton, 1148
Memphis & C. P. Co. *v.* Nagel, 365, 380
Memphis & C. R. R. *v.* Green, 1342
v. Hembres, 435
v. Whitfield, 41, 47, 180, 226*f*, 368, 481, 485
Memphis & L. R. R. R. *v.* Walker, 277, 736
Memphis D. & G. Ry. *v.* Buckley, 1367
Memphis Packet Co. *v.* Peabody Ins. Co., 711
v. Yaeger Transp. Co., 587
Memphis St. Ry. *v.* Berry, 1367
Menard *v.* Stevens, 182, 988*a*
Mendell *v.* Willyoung, 636*c*
Mendelsohn *v.* Anaheim Lighter Co., 378, 380
Mendenhall *v.* Davis, 672
Mendocino County *v.* Morris, 269
Menetone *v.* Athawes, 655*c*
Mengells *v.* Mohusville Water Co., 320
Menkens *v.* Menkens, 256
Mentzer *v.* Western U. T. Co., 814*a*, 894
Mequet *v.* Silverman, 1370
Mercantile Trust Co. *v.* Hensey, 679*b*
v. South Park Co., 983, 979
Mercer *v.* Beale, 334
v. Irving, 413
v. Jones, 256, 508
v. Liverpool S. H. & L. Ry., 1085
v. Vose, 314, 315, 664*a*
v. Whall, 1286
Merchant *v.* Pickle, 458, 1339
Merchants' & Manufs. Nat. Bank *v.* Cumings, 795
Merchants' Bank *v.* McDonald, 531*a*
v. State Bank of Phillips, 819
Merchants' Ins. Co. *v.* Buckner, 444*a*
v. Frick, 725
Merchants' I. & C. S. Co. *v.* Bargholt, 1350
Merchants' M. I. Co. *v.* Butler, 710, 841
Merchant's M. T. Co. *v.* Hirschman, 948
Merchants' Nat. Bank *v.* Williams, 493*a*
Merchants' S. L. & T. Co. *v.* Goodrich, 538
Merchants' W. B. Assoc. *v.* Wood, 119
Meredith *v.* Banks, 339*a*
Merest *v.* Harvey, 350, 1334
Merguire *v.* O'Donnell, 441
Meriam *v.* Brown, 1174
Merica *v.* Burget, 408, 413
Meridian *v.* Higgins, 1139*a*
Merieult *v.* Austin, 310
Meriwether *v.* Lewis, 301*b*
v. Publishers: George Knapp & Co., 1335
Merrell *v.* Merrell, 340*b*
Merrett *v.* Farmers' Ins. Co., 725
Merriam *v.* Pine City Lumber Co., 789
v. Woodcock, 1048
Merrick *v.* Brainard, 849
v. Wiltse, 762, 772
Merrifield *v.* Davis, 383
v. Longmire, 344
Merrill *v.* Blanchard, 227
v. Dibble, 109, 363*a*
v. Elam, 343
v. Grinnell, 873
v. How, 58, 226*c*
v. Ithaca & O. R. R., 655*b*
v. Los Angeles G. & E. Co., 47
v. McIntyre, 676, 681
v Merrill, 410
v Nightingale, 762
v Parker, 750
v Perkins, 1332
v. Taylor, 1050, 1053
v Wedgwood, 531*a*
v. Willis, 999*f*

[References are to sections]

Merrill *v.* Western U. T. Co., 107*b*
Merrills *v.* Tariff Manuf. Co., 352
Merrimack Manuf. Co. *v.* Quintard, 742
Merriman *v.* McCormick Harvesting Machine Co., 734, 834*c*
Merrinane *v.* Miller, 377*a*
Merritt *v.* Benton, 705
v. Brinckerhoff, 941
v. Closson, 988
v. Harper, 1326
v. Nevin, 241*a*
v. Scott, 915
v. Wittich, 762
Merritt & C. D. & W. Co. *v.* Chubb, 597*a*
Merritt & C. D. & W. Co., *In re*, 589
Merriweather *v.* Taylor, 656
Merrow *v.* Huntoon, 657, 661
v. R. R., 1163
Merryman *v.* Criddle, 313*a*
Merzbach *v.* Mayor, 673*e*
Meserve *v.* Ammidon, 279*b*, 734
Meservey *v.* Snell, 982, 983
Meshke *v.* Van Doren, 467, 509
Messenger *v.* Manhattan Railroad, 1191
v. Pratt, 762
Messer *v.* Bailey, 531, 535
v. Oestreich, 975, 981
Messmore *v.* New York S. & L. Co., 161, 740
Metcalf *v.* Baker, 180, 226*f*, 483, 1325
v. Stryker, 554
v. Young, 683
v. Watertown, City of, 335
Metge *v.* Kavanagh, 999*h*
Methodist Church *v.* Barker, 681*a*
Metler *v.* Easton & A. R. R., 331*a*, 1151
Metropolitan Bank *v.* Times-Democrat Pub. Co., 1025
Metropolitan Board of Works *v.* McCarthy, 1090, 1093, 1094, 1096, 1097
Metropolitan Coal Co. *v.* Boutell T. & T. Co., 842
Metropolitan E. Ry. *v.* Kneeland, 256
v. Dominick, 1209
Metropolitan Nat. Bank *v.* Commercial State Bank, 340*b*
Metropolitan St. Ry. *v.* Kennedy, 489*a*
v. O'Neill, 1372
Metropolitan Trust Co. *v.* Toledo, St. L. & K. C. R. R., 851
Metropolitan Water Works *v.* Owen McCarthy, 1121
Metropolitan West Side Elevated R. R. *v.* Goll, 1121, 1153
v. Johnson, 1154
v. Siegel, 1157
v. Stickney, 1138
Mette *v.* Dow, 959, 961
Metzger *v.* Brincat, 999
Metzner *v.* Graham, 547
Meux *v.* Eastern Ry., 873
Mevs *v.* Conover, 1230, 1231
Mexican Cent. Ry. *v.* De Rosear, 856
v. Gehr, 1337
Mexican Nat. R. R. *v.* Finch, 1367
Meyer *v.* Bohlfing, 386, 446
v. Burlington, 1148
v. Dresser, 1068
v. Estes, 410
v. Fagan, 565*c*, 682
v. Hallock, 655*a*
v. Hart, 1372
v. Haven, 166, 648*a*
v. Standard Tel. Co., 933
Meyer Bros. Drug. Co. *v.* McKinney, 161
Meyer, Wilson & Co. *v.* Everett P. & P. Co., 762
Meyers *v.* Block, 685
v. Syndicate H. & P. Co., 1353
v. U. S., 681*a*, 692*d*
Meylert *v.* Gas Consumers' Ben. Co., 182, 607
Meysenburg *v.* Schlieper, 685*h*
Miamisburg Twine & Cordage Co. *v.* Wohlhuter, 762 e
Michael *v.* Hart, 228*g*, 508*a*, 636*a*
v. Mills, 975
Michaels *v.* New York C. R. R., 119, 119*a*
Michal Itschke *v.* Wells, Fargo & Co., 851
Michand *v.* Grace H. L. Co., 83
Michel *v.* Board of Supervisors, 1203
v. Monroe Co., 948
Michigan & O. P. Co. *v.* White, 341

[References are to sections]

Michigan Cent. R. R. *v.* Burrows, 119
v. Carrow, 873
v. Curtis, 119
v. Osmus, 852
Michigan L. & I. Co. *v.* Deer Lake Co., 930*a*, 933
Michigan Paving Co. *v.* Detroit, 614
Michigan S. & N. I. R. R. *v.* Caster, 844, 846
v. McDonough, 1291
v. Turrill, 1231, 1244
Mickle *v.* Miles, 61, 990*a*
Miekles *v.* Hart, 103
Middlekauff *v.* Smith, 190, 209, 220, 999*h*
Middleton *v.* Bryan, 532
v. Caldwell, 692*a*
v. Jerdee, 109
v. Moore, 36 Mo. App. 627; 676
v. Moore, 2 ch. 169; 301*c*
v. Nichols, 473
Midland V. R. R. *v.* Hoffman Coal Co., 843*a*
Midland R. R. *v.* Trevarthen, 1154*c*
Mifflin Bridge Co. *v.* Juniata County, 1173
Mighell *v.* Stone, 473
Mihalyik *v.* Klein, 461
Mihills M. Co. *v.* Day, 156
Milage *v.* Woodward, 667
Milan, The, 588
Milbank *v.* Dennistown, 524
v. Dennistoun, 316, 822
Milburn *v.* Beach, 363*a*
v. Belloni, 164*a*, 199, 766
v. Thirty-Five Thousand Boxes of Oranges & Lemons, 324
Mildmay *v.* Methuen, 289
Mildmay's Case, 964
Miles *v.* Bacon, 304, 801
v. Barrows, 1328
v. Barton, 89
v. Edwards, 237, 685*k*
v. Elkin, 1042
v. Harrington, 448*c*
v. Miller, 734
v. Walther, 77
v. Walker, 458
Milford *v.* Bangor, R. & E. Co., 164
v. Mayor, 700
Milhous *v.* Atlantic C. L. R. R., 152
Milk *v.* Waite, 806
Milkman *v.* Ordway, 1256*d*
Mill *v.* Watson, 1012*a*
Millar *v.* Hilliard, 617, 753
Millard *v.* Brown, 383
v. Missouri, K. & T. R. R., 873
Miller *v.* Aldrich, 762
v. Ashcraft, 1336
v. Asheville, 1128
v. B. & O. S. W. R. R., 43*h*
v. Ballard, 627
v. Baltimore & O. R. R., 864
v. Bank of Orleans, 340*b*
v. Barber, 257, 777
v. Billington, 310
v. Boone County, 1354
v. Boot & Shoe Co., 666
v. Bryden, 533
v. Burroughs, 325
v. Canton, 1355
v. Collyer, 1023
v. Cornwell, 1256*f*
v. David, 444
v. Donovan, 364
v. Dorsey, 377
v. E. & W. V. R. R., 1165*c*
v. Edison E. I. Co., 948
v. Edwards, 330
v. Erie R. R., 1351
v. Fano, 464
v. Ferry, 682
v. Fulton, 931
v. Gaither, 1040
v. Garling, 226*c*
v. Garrett, 236, 685*m*, 691*c*
v. Georgia R. & B. Co., 857
v. Hahn, 615, 642
v. Hall, 330
v. Halsey, 959, 979
v. Hammers, 377*a*, 1254
v. Hartford & S. O. Co., 977
v. Hayes, 641*a*
v. Henry, 911
v. Ingram, 909*a*
v. Jannett, 495
v. Johnson, 449, 1328
v. Jones, 538
v. Kempner, 331
v. Kerr, 448*d*

[References are to sections]

Miller *v.* King, 864
v. Kingsbury, 789
v. Kirby, 363
v. Laubach, 940
v. Letherington, 717
v. Levy, 633*b*
v. Loncao, 614
v. Lux, 311*b*
v. McCardell, 991
v. McCormick Harvesting Machine Co., 305
v. Macoupin County, 692*c*
v. Manhattan Ry., 1354
v. Mariners' Church, 201, 209
v. Melchor, 901
v. Metz, 1022
v. Miller, 921
v. Miller Knitting Co., 795
v. Moore, 3 Humph. 189; 692*c*
v. Moore, 111 S. W. 750; 106, 109
v. Morris, 999*j*
v. Myers, 911, 912
v. Neale, 933
v. Newark, 1160*a*
v. New York, City of, 1348
v. Nichols, 676
v. Rambo, 363, 364, 373
v. Rhoades, 684*a*
v. Rhodes, 341
v. Richardson, 671
v. Rosea, 638*a*
v. Rosier, 638, 641*a*
v. Roy, 47
v. St. Louis, I. M. & S. Ry., 125*a*
v. St. Paul City Ry., 1347
v. Smith, 112 Mass. 475; 762
v. Smith, 1 Mason, 437; 1060
v. Smythe, 209
v. Stern, 734
v. Sullivan, 991, 992
v. Ward, 611
v. Wellman, 933
v. Western U. T. Co., 895
v. Whitson, 533
v. Windsor Water Co., 1142, 1169
v. Woodfall, 719
v. Zeimer, 777
Milles *v.* Milles, 636*g*
Millhous *v.* R. R., 862
Milligan *v.* Nelson, 685
Milligan *v.* Owen, 834*c*
v. Wedge, 810
Milliken *v.* Sloat, 270
Millikin *v.* Smoot, 85*c*
Milliman *v.* Oswego & Syracuse R. R., 1288
Millington *v.* Loring, 639
Millington *v.* O'Dell, 908
Millirons *v.* Dillon, 777
Millisack *v.* Moore, 301*a*
Millmore *v.* Boston Elevated Ry., 486
Mills *v.* Allen, 692*a*
v. Bell, 959
v. Catlin, 976
v. East London Union, 999*h*
v. Garrison, 83*b*
v. Geer, 912, 915, 917
v. Hall, 35
v. Hass, 310
v. Jefferson, 346
v. Joiner, 673*b*
v. Larrance, 1327
v. Mills, 301*c*
v. Paul, 643
v. Place, 340*b*
v. St. Clair County Comrs., 1173
v. Saunders, 339*a*, 968, 979
v. Spencer, 451
v. Taylor, 361
v. Wilmington City Ry., 1309
Millspaugh *v.* Potter, 480*a*
Milltown L. Co. *v.* Carter, 502
Milne *v.* Rempublicam, 304
Milner & Kettig Co. *v.* DeLeach Mill. Mfg. Co., 492*a*
Milsom *v.* Hayward, 285
Miltimore *v.* Bottom, 689, 689*a*
Milton *v.* Blackshear, 308
v. Rowland, 762
Milwaukee & Mississippi R. R. *v.* Eble, The, 1291
v. Finney, 379
Milwaukee & St. Paul Ry. *v.* Arms, 30, 360, 368, 429
Milwaukee County *v.* Ehlers, 692*c*
Mims *v.* McDowell, 797
Minard *v.* Beans, 282, 1012*a*
Minds *v.* Pennsylvania R. R., 843*a*
Mine & Smelter Supply Co. *v.* Parke & Lacy Co., 47 C. C. A. 34; 308

[References are to sections]

Mine & Smelter Supply Co. *v.* Parke & Lacy Co., 107 Fed. 881; 310
Mine Hill & S. H. Railroad *v.* Lippincott, 620
Mine Supply Co. *v.* Columbia Min. Co., 165
Mineola, The, 1348
Miner *v.* Blume, 742
v. Tagert, 623, 817
Mineralized Rubber Co. *v.* Cleburne, 537
Minesinger *v.* Kerr, 448c
Minick *v.* Troy, 486
Mining Co. *v.* Hertin, 499
Minkwitz *v.* Steen, 537
Minneapolis & S. L., etc., Ry. *v.* Beckwith, 377*a*
Minneapolis Baseball Co. *v.* City Bank, 999*f*
Minneapolis Harvester Works *v.* Bonnallie, 314*b*, 762
Minneapolis S. P. R. & D. E. T. Co. *v.* Friendshuh, 1171*b*
v. Harkins, 1149
Minneapolis T. M. Co. *v.* McDonald, 753
v. Regier, 458
Minnesota Cent. R. R. *v.* McNamara, 1148
Minnesota H. W. *v.* Bonnallie, 762
Minnesota M. L. I. Co. *v.* Link 1286*b*
Minnesota V. R. R. *v.* Doran, 1148 1165
Minnie, The, 589
Minor *v.* Beveridge, 512, 828
v. Mead, 692*j*
v. The Picayune, 592, 593
v. Steamboat Picayune, No. 2, 175
Minot *v.* Doherty, 1255
Minter *v.* Bradstreet Co., 364
v. Pennsylvania, 873
Minton *v.* N. Y. E. R. R., 1194
Minturn *v.* Columbian Ins. Co., 712
Mischke *v.* Baughn, 961, 975
Mississippi & R. R. B. Co. *v.* Patterson, 253, 1171*a*, 1171*e*, 1178
v. Prince, 136, 164, 199
Mississippi & T. R. R. *v.* Gill, 864
Mississippi C. O. Co. *v.* Smith, 581
Mississippi C. R. R. *v.* Kennedy, 850
Mississippi C. R. R. *v.* Magee, 91
Mississippi Cotton Oil Co. *v.* Smith, 581
Mississippi Mills *v.* Meyer, 60, 493*a*
Mississippi Mills Co. *v.* Smith, 947
Mississippi M. I. Co. *v.* Ingram, 720
Mississippi R. B. Co. *v.* Ring, 1140
Mississippi R. L. Co. *v.* Page, 934
Mississippi R. R. *v.* McDonald, 1148
Mississippi & T. R. R. *v.* Gill, 361
Missouri & I. C. Co. *v.* Consolidated C. Co., 762
Missouri Edison Electric Co. *v.* M. J. Steinberg Hat & Fur Co., 423
Missouri Furnace Co. *v.* Cochran, 636*f*, 734, 737, 741
Missouri, K. & N. W. R. R. *v.* Schmuck, 1154
Missouri, K. & T. Ry. *v.* Allen, 87 S. W. 168; 852
v. Allen, 53 Tex. Civ. App. 433; 1363
v. Bailey, 1354
v. Ball, 47, 1342
v. Belcher, 159
v. Briscoe, 1348
v. Brown, 1270*a*, 1357
v. Byas, 864
v. Calkins, 1123
v. Chambers, 1354
v. Carpenter, 854
v. Chilton, 942
v. Cook, 8 Tex. Civ. App. 376; 1270*a*
v. Cook, 12 Tex. Civ. App. 203; 1364
v. Couch, 937
v. Crews, 251
v. Dalton, 1360
v. Dement, 251*a*
v. Dunbar, 1354
v. Edling, 1270*a*
v. Elliott, 685*j*
v. Farris, 1354, 1360
v. Flood, 70 S. W. 331; 214*a*
v. Flood, 79 S. W. 1106; 67*a*
v. Fort Scott, 194, 606*a*, 619, 629
v. Fowler, 171*a*
v. Fry, 854
v. Gaines, 1342
v. Gilbert, 937

[References are to sections]

Missouri K. & T. Ry. *v.* Goode, 937*a*
v. Graham, 95, 932
v. Groseclose, 459
v. Hagan, 226*o*
v. Haines, 1149
v. Harriman, 844
v. Harris, 138 S. W. 1085; 852
v. Harris, 101 S. W. 506; 1356
v. Hauer, 1357
v. Hawley, 1354
v. Hay, 1350
v. Hennesey, 226*j*
v. Hines, 581
v. Hopkins, 854
v. Holman, 67
v. Hopson, 924
v. Huff, 1359
v. Johnson, 1348
v. Kirkland, 1357
v. Kyser, 852
v. Lasater, 1303
v. Linton, 109 S. W. 942; 171*a*, 1261
v. Linton, 126 S. W. 678; 47
v. Linton, 141 S. W. 129; 1307
v. Lycan, 933
v. McDowell, 932
v. McDuffey, 1367
v. McGlamory, 1306
v. McLaughlin, 1367
v. Malone, 110 S. W. 958; 1348
v. Malone, 126 S. W. 936; 942
v. Mitchell, 1342
v. Moore, 852
v. Morgan, 865
v. Pfluger, 937*a*
v. Parker, 1359
v. Perry, 1154*c*
v. Price, 1356
v. Rains, 67*a*
v. Raney, 127*a*
v. Redus, 1356
v. Rich, 852
v. Riverhead Farm, 937
v. Rodgers, 1354
v. Roe, 253
v. Rogers, 43*h*
v. St. Clair, 485*a*
v. Smith, 865
v. Steinberger, 933
Missouri K. & T. Ry. *v.* Stone, 1363
v. Thomas, 1350
v. Tolbert, 932, 942
v. Truskett, 2 Ind. Terr. 633; 318
v. Truskett, 104 Fed. 728; 854
v. Vandiver, 856*a*
v. Wall, 1367
v. Wasson Bros., 246
v. Weaver, 41, 47, 180, 226*f*, 481, 485, 1326
v. Webb, 854
v. Williams, 1367
v. Willis, 226*l*
v. Witherspoon, 38 S. W. 833; 842
v. Witherspoon, 45 S. W. 424; 842
v. Woods, 844
v. Zweiner, 1307
Missouri, K. & T. T. Co. *v.* Clark, 313
Missouri Pacific R. R. *v.* Fox, 335
v. Peru-Van Zandt Implement Co., 850
v. Richmond, 380
v. Scammon, 85*b*
v. Wernwag, 1151
Missouri Pac. Ry. *v.* Aiken, 1350
v. Behee, 1335
v. Dwyer, 1330
v. Groesbeck, 872, 873*a*
v. Haynes, 191
v. Hays, 1164
v. Henry, 1367
v. Houseman, 924
v. Humes, 360
v. Kaiser, 82, 865
v. Lee, 576
v. Lehmberg, 1367
v. Mackey, 1356
v. Martino, 486
v. Peay, 1334
v. Porter, 1171
v. Russell, 854
v. Shuford, 368
v. Texas Pacific Ry., 1347
Missouri River, F. S. & G. R. R. *v.* Owen, 1148
Missouri R. P. Co. *v.* Hannibal & St. J. R. R., 435*a*, 438
Missouri R. R. *v.* Haines, 1149
Missouri V. B. & I. Co. *v.* Ballard, 1306

[References are to sections]

Missouri Valley L. Ins. Co. *v.* Kelso, 106, 730
Mitchell *v.* Baker, 752
v. Barry, 99, 101
v. Billingsley, 363*a*, 930, 933
v. Broadway & S. A. Ry., 1348, 1355
v. Chicago, R. I. & P. Ry., 181
v. Clarke, 168
v. Corbin, 565*a*
v. Cornell, 194, 958
v. Darley Main Colliery Co., 93*a*, 925
v. Davies, 459
v. Denbo, 684
v. Freedley, 913
v. Gile, 611
v. Harmony, 334
v. Hawley, 237, 685*k*
v. Hazen, 966, 981
v. Kelsey, 324
v. Laurens, 692
v. Libby, 1348
v. Metropolitan Railroad, 1208
v. Metropolitan El. Ry., 1206
v. Milbank, 1279
v. New York C. R. R., 1367
v. Pinckney, 769
v. Printup, 494*b*
v. Railroad, 1140
v. Robinson, 372, 1328
v. Rochester Ry., 43*d*, 43*h*
v. Rome, 1177
v. Rowley, 762
v. St. Paul G. F. I. Co., 722
v. Shuert, 107*d*, 819
v. Stanley, 970
v. Stetson, 565
v. Tacoma R. & M. Co., 1354, 1358
v. Thornton, 1148
v. Toale, 667
v. United Rys., 1342
v. Waring, 279*c*
v. Weir, 854
v. Woods, 70
Mitchiner *v.* Western U. T. Co., 895
Mix *v.* Kepner, 533
v. Lafayette, B. & M. R. R., 1149, 1165
. Miller, 308*a*
Mix *v.* Singleton, 688*a*
v. Woodward, 446
Mixed Moneys, Case of, 267
Mixon *v.* Miles, 1256*h*
Mize *v.* Glenn, 107*d*
v. Rocky Mountain Bell Tel. Co., 578
Mizell *v.* McDonald, 1275
Mizner *v.* Frazier, 200
Moak *v.* Johnson, 959, 985
Moberly *v.* Alexander, 1027
v. Preston, 448*d*
Mobila, The, 595
Mobile & M. R. R. *v.* Ashcraft, 368
v. Jurey, 317, 322, 849
v. Gilmer, 620, 630
Mobile & O. R. R. *v.* George, 485
v. Hester, 1133, 1166
v. Seales, 380
v. Watly, 573*a*
Mobile E. L. Co. *v.* Rust, 537
Mobile F. C. Co. *v.* Little, 683
Mobile, J. & K. C. R. R. *v.* Hicks, 1367
v. Kranfield, 1342
v. Riley, 1149
Mobley *v.* Davega, 330
v. Lott, 1007
Mobray *v.* Leckie, 334
Mocerf *v.* Stirman, 682
Modern Steel Structural Co. *v.* Van Buren County, 647*a*
Modern Woodman Acc. Assoc. *v.* Shryock, 732
Modisett *v.* McPike, 480*a*
Moe *v.* Chesrown, 96
Moellering *v.* Evans, 925, 939
Moellman *v.* Gieze-Henselmeier Lumber Co., 1270
Moers *v.* Bolton, 344
v. Dietz, 734
Moffat *v.* Fisher, 944
Moffatt *v.* Davitt, 753
v. Tenney, 584
Moffatt C. Co. *v.* Union P. Ry., 119
Moffet *v.* Sackett, 1330
Moffit *v.* Cavanagh, 1224
Moffit-West Drug Co. *v.* Byrd, 742
Moffitt *v.* Hereford, 257
Moggridge *v.* Jones, 1053

Mohhard *v.* St. Louis, I. M. & S. Ry., 932
Mohawk, The, 841
Mohr *v.* Parmelee, 970
v. Wetherill, 1349
Mohr Hardware Co. *v.* Dubey, 753
Molby *v.* Johnson, 1042
Moline W. P. & M. Co. *v.* Nichols, 671
Mollie Gibson C. M. & M. Co. *v.* Sharp, 576
Molway *v.* Chicago, 1355
Momence Stone Co. *v.* Groves, 1356
Monckton *v.* Pashley, 924, 931
Mondamin M. Dairy Co. *v.* Brudi, 416
Mondel *v.* Steel, 1038, 1072, 1073
Mondon *v.* Western U. T. Co., 888
Monell *v.* Burns, 668
v. Holden, 1027
v. Northern Cent. R. R., 848
Monitor & Hill, The, 588
Monk *v.* Cooper, 999*c*
Monmouth Park Ass'n *v.* Wallis Iron Works, 419
v. Warren, 413
Monnet *v.* Merz, 834
Monnett *v.* Sturges, 326
Monnier *v.* New York Cent. & H. R. R., 1342
Monongahela Bridge Co. *v.* Kirk, 1112
Monongahela Navigation Co. *v.* Coons, 1120
v. U. S., 1173
Monongahela R. C. C. & C. Co. *v.* Kramer, 1363
Monongahela Water Co., *In re*, 252
Monroe *v.* Connecticut River Lumber Co., 226*g*
v. Gates, 926
v. Lattin, 195
v. Southern M. I. Co., 725
Monroe County *v.* Clarke, 311*a*
Monroe, *In re*, 243*c*
Monson & B. M. Co. *v.* Fuller, 940
Montague *v.* Hanson, 1354
Montana Mining Co. *v.* St. Louis, M. & N. Co., 170*a*, 317
v. St. Louis M. & M. Co., 685
Montana Postal Tel. Cable Co. *v.* Oregon Short Line R. R., 1149
Montana Ry. *v.* Warren, 137 U. S. 348; 1295
v. Warren, 6 Mont. 275; 253
Montclair Ry. *v.* Benson, 1295
Montefiori *v.* Montefiori, 439*j*
Monteith *v.* Merchants' D. & T. Co., 854
v. Merchants' Despatch Co., 853
v. Parker, 337
Monteleone *v.* Royal Ins. Co., 723*a*
Montelius *v.* Atherton, 734, 1290
Montgomery *v.* Bousher, 325
v. Buckskin Breeches Co., 1286*b*
v. Gilbert, 685*j*
v. Glasscock, 1268
v. Knox, 451
v. Lansing C. E. Ry., 1270*a*
v. Locke, 933
v. Maddox, 1122, 1133, 1149
v. Northern Pac. R. R., 965, 973
v. Reed, 966
v. Shirley, 1353
v. Somers, 1293
v. Townsend, 80 Ala. 489; 1133
v. Townsend, 84 Ala. 478; 1122
v. Tutt, 345
v. The T. P. Leathers, 599*c*
v. Wilson, 60
Montgomery & E. Ry. *v.* Mallette, 67, 121*b*
Montgomery & W. P. R. R. *v.* Varner, 1293
Montgomery Branch Bank *v.* Harrison, 325
Montgomerie's Brewery Co. *v.* Blyth, 497
Montgomery, City Council of, *v.* Townsend, 1164
Montgomery Co. *v.* Schuylkill Bridge Co., 1163, 1173
v. William A. C. Co., 59
Montgomery C. U. A. Soc. *v.* Harwood, 183, 632, 999
Montgomery Tr. Co. *v.* Bozeman, 1356, 1362
Monticello, The, 1 Lowell, 184; 587
Monticello, The, 15 Fed. 474; 587
v. Mollison, 590, 591
Montignani *v.* E. V. Crandall Co., 1298

[References are to sections]

Montmorency Gravel Road Co. *v.* Stockton, 1165
Montmorency Road *v.* Rock, 1167
Montour R. R. *v.* Scott, 1167
Montriou *v.* Jeffreys, 1038
Moody *v.* Baker, 443
v. Camden, 1329
v. Caulk, 516
v. Drown, 261
v. Leverich, 665
v. McDonald, 368
v. Osgood, 486
v. Philadelphia & R. R. R., 346
v. State, 692
v. Whitney, 317, 502
Mooers *v.* Gooderham, 760
Moon *v.* Raphael, 55, 506
v. Story, 684
Mooney *v.* New York El. R. R., 1203
v. R. R., 1205*c*
v. York Iron Co., 650
Moore *v.* Adam, 126*a*
v. Anderson, 406, 408
v. Atlantic C. L. R. R., 152
v. Atlanta, City of, 1137
v. Baird, 695
v. Baylies, 943
v. Bowman, 564
v. Burchfield, 1326
v. Cable, 909*a*
v. Calvert, 307
v. Carter, 657
v. Central Foundry Co., 666
v. Central R. R., 485*a*
v. Clay, 449
v. Colt, 418
v. Crose, 363, 364, 365
v. Cummings, 368
v. Davidson, 324*a*
v. Davis, 134
v. Drinkwater, 990*a*
v. Duke, 382, 927
v. Durnam, 414
v. Felkel, 311*b*
v. Fleming, 276
v. Frankenfield, 959, 961
v. Fuller, 339
v. Gooch, 278
v. Graham, 937
v. Hall, 253, 944
Moore *v.* Harnsberger, 278
v. Harton, 676, 685*g*
v. Harvey, 999*e*
v. Hopkins, 637*a*
v. Hylton, 411
v. Kalamazoo, 219, 485*a*
v. Keokuk & W. R. R., 1367
v. Kepner, 536
v. King, 766
v. King, 57 Hun, 224; 766
v. King, 4 Tex. Civ. App. 397; 493*a*, 506*a*
v. Lancaster, 1154*c*
v. Lassiter, 681*a*
v. Logan, 753
v. Love, 91
v. Lowrey, 684*a*
v. McKie, 964
v. Mauk, 448*c*
v. Minerva, 180
v. Moore, 553
v. New York El. R. R., 126 N. Y. 671; 319
v. New York El. R. R., 130 N. Y. 523, 529; 1191
v. N. Y. El. R. R., 15 Daly, 510; 1205
v. New York El. R. R., 23 N. Y. Supp. 863; 101, 109, 1198*b*
v. Patton, 308*a*, 310, 314*a*
v. Platte County, 413
v. Potter, 755
v. Pullen, 301*c*, 334
v. Republic, 1258
v. Richardson, 654
v. Ryder, 695
v. Schultz, 127*a*, 182, 317, 363*a*, 364, 366, 565*c*
v. Shaw, 531*a*
v. Smith, 931, 932, 1261, 1263
v. Sturm, 1345
v. Sun Printing & P. Co., 420*a*
v. U. S., 615
v. United States F. & G. Co., 682
v. Vail, 956
v. Voughton, 288
v. W. R. Pickering Lumber Co., 1348
v. Wabash R. R., 1348
v. Williams, 1012*a*

[References are to sections]

Moore *v.* Winter, 86*c*
Moore Furniture Co. *v.* Sloane, 762
Moorehead *v.* Davis, 774
Moorer *v.* Andrews, 685*b*, 685*d*
Mooris *v.* Petero, 959, 964, 982, 983
Moors *v.* Washburn, 303
Moran *v.* Dover, S. & R. S. Ry., 171*a*
v. Hagerman, 334
v. Holling, 570*b*
v. McSwegan, 655*b*
v. Ross, 1135
Moran, The, 587
Morange *v.* Edwards, 684
Morawetz *v.* McGovern, 302
Morbeck *v.* State, 692*f*
Mordecai *v.* Fireman's Ins. Co., 711
Mordente *v.* New York Cab Co., 1353
More *v.* Deyoe, 1295
v. Huntington, 490
Morehead *v.* Anderson, 834*a*
Morehouse *v.* Baker, 1042
v. Comstock, 1060
v. Mathews, 1293
Moreland *v.* Lawrence, 325
v. Metz, 988
Morenus *v.* Crawford, 1250, 1251
Morey *v.* King, 613
v. Metropolitan G. L. Co., 183
v. Morning Journal Assoc., 445
Morford *v.* Ambrose, 295, 657
v. Mastin, 656
v. Woodworth, 930
Morgan *v.* Barnhill, 387
v. Bell, 3 Wash. 554; 1006, 1010
v. Bell, 4 Mart. 615; 312
v. Bowers, 92
v. C. Hager & Sons H. M. Co., 1348
v. Curley, 47, 461, 462
v. Duffy, 1337
v. Fremont County, 1355
v. Gambol, 644
v. Gregg, 509
v. Hardy, 999*h*, 999*j*
v. Hefler, 615
v. Jones, 288
v. Kidder, 53
v. Kiser, 695*c*
v. Lexington Herald Co., 450, 451, 453
v. Negley, 685*d*, 685*f*
Morgan *v.* Powell, 501, 935
v. Reintzel, 705
v. Reynolds, 537
v. Richardson, 1036
v. Ross, 1328
v. Ryerson, 760
v. Smith, 970
v. Southern Pac. Co., 573*a*, 578, 1367
v. Stearns, 1007
v. United States, 934
v. Valentine, 301*c*
v. Varick, 911, 914
v. Waters, 73
Morgan and London & N. W. Ry., *In re*, 1105
Morgan & Wright *v.* Sutlive Bros., 163
Morgan's Appeal, 1175
Moriarty *v.* Porter, 126*a*
Morin *v.* St. Paul, M. & M. Ry., 1162
Moritz *v.* St. Paul, 1154*a*
Morley *v.* Attenborough, 774
Morning Journal Assoc. *v.* Rutherford, 377
Morning Light, The, 587
Morrell *v.* Irving F. Ins. Co., 635, 723
v. Long Island R. R., 618
v. Prieskel, 1294
Morrill *v.* Daniel, 689*a*
v. Minneapolis St. Ry., 222
v. Weeks, 310
Morris *v.* Allen, 310*a*
v. Barker, 445, 451
v. Barrett, 611
v. Chicago, B. & Q. R. R., 481, 485
v. Coburn, 533, 539
v. Cohn, 753
v. Coleman County, 28 S. W. 380; 1143, 1151, 1164, 1165*b*, 1167
v. Coleman Co., 35 S. W. 29; 331*a*
v. Cooper, 692*k*
v. Courtney, 1028
v. Duane, 448*d*
v. Duncan, 362
v. Eighth Ave. R. R., 1354, 1356
v. Grand Ave. Ry., 67
v. Ham, 979
v. Hoyt, 345
v. Kettle, 999*c*
v. Lachman, 447

[References are to sections]

Morris *v.* Lackawanna & W. V. R. R., 43*h*
v. McCoy, 411, 413
v. Metropolitan St. Ry., 1367
v. Missouri Pac. Ry., 947
v. New York, O. & W. Ry., 1363
v. Oregon S. L. R. R., 1149
v. Phelps, 975, 977
v. Price, 237
v. Redfield, 674
v. Rowan, 959, 982
v. St. Paul City Ry., 44, 1347
v. Shew, 373*a*
v. Summerl, 623, 817
v. Supplee, 741
v. Tillson, 411
v. Tinker, 908
v. Wallace, 311*c*
v. Western U. T. Co., 881
v. Wilbaux, 755
v. Wilford, 564
v. Williford, 565
v. Wilson, 419
v. Winchester R. A. Co., 1270
Morris & E. M. C. Co. *v.* Delaware, L. & W. R. R., 101, 1149
Morris & Essex R. R. *v.* State, 1112
Morris Bldg. Assoc. No. 2 *v.* Altmaier, 692*f*
Morris Mining Co. *v.* Knox, 667
Morrison *v.* American T. & T. Co., 924*a*, 933
v. Berkey, 799
v. Crawford, 60, 681
v. Cummings, 657, 661
v. Darling, 132, 240, 1019
v. Davis, 119, 119*b*, 119*d*
v. Florio S. S. Co., 66, 852
v. I. & V. Florio S. S. Co., 852
v. European & N. A. Ry., 850
v. Jewell, 973
v. Kansas City, S. J. & C. B. Ry., 155
v. Lawrence, 40
v. Long Island R. R., 485
v. Lovejoy, 613, 1031
v. McAtee, 90, 633*a*
v. Northern Pac. Ry., 1364
v. Press Co., 366
Morrison *v.* Press Pub. Co., 364
v. Richardson, 419
v. Robinson, 903, 908, 910, 915
v. Underwood, 966, 977, 979
Morrissey *v.* Westchester Electric Ry., 1371
Morrow *v.* Missouri Pac. Ry., 165
v. Rainey, 269
v. St. Louis, A. & T. Ry., 1143
v. Waterous, 98
v. Wheeler & W. Mfg. Co., 457
Morse *v.* Arnfield, 618, 646
v. Auburn & S. Ry., 41, 481
v. Brackett, 762
v. Buffalo Ins. Co., 1286*b*
v. Chesapeake & O. Ry., 43*f*
v. Chicago, B. & Q. Ry., 937, 937*a*
v. Duncan, 45, 862
v. Ellerbe, 314*b*
v. Hutchins, 777
v. Moore, 1060
v. Pesant, 857
v. Potter, 655*f*
v. Rathburn, 411, 417
v. Rice, 324*a*
v. Shattuck, 964
v. Sherman, 750
v. Times Republican Printing Co., 448*d*
Mors-le-Blanch *v.* Wilson, 240
Morss *v.* Elmendorf, 1021
v. Union Form Co., 1243
Mortimer *v.* Brunner, 999*c*
v. Mardern, 251
v. Manhattan R. R., 1201
v. Thomas, 466, 1330
Mortin *v.* Shoppee, 42
Mortland *v.* Smith, 555
Morton *v.* Burlington, 1148, 1165*l*
v. Harrison, 633*d*, 656, 657
v. Hart, 836
v. McDowell, 499
v. Preston, 257
v. Pusey, 1347
v. Scull, 777
v. Western U. T. Co., 894
Mortonville Coal Co. *v.* Sisk, 667
Mosby *v.* Larue, 762
Moseley *v.* Anderson, 251*a*
v. Hunter, 968, 969, 973, 979

[References are to sections]

Moseley *v.* Jamison, 1371
v. Sanders, 234
Moses *v.* Autuono, 425, 984
v. Bierling, 834*a*
v. Sanford, 1173
v. Stevens, 663, 673*a*
v. Wallace, 1016
Mosher *v.* Hotchkiss, 803
v. Joyce, 1232*a*
Moshier *v.* Shear, 294
Moskovitz *v.* Lighte, 1367
Mosler Safe Co. *v.* Maiden Lane S. D. Co., 419, 425
Moss *v.* Exchange Bank, 881
v. Missouri Pac. Ry., 1342
v. Pardridge, 202
v. St. Louis, etc., R. R., 1152
v. Smith, 717
v. Tompkins, 193
v. Wood, 678
Mosseller *v.* Deaver, 373
Mote *v.* Chicago & N. W. Ry., 317
Mott *v.* Baxter, 672
v. Chew, 151
v. Hicks, 803
v. Hopper, 70
v. Hudson R. R. R., 170
v. Lewis, 1110
v. Mott, 418
v. Palmer, 975
v. Penoyar, 636*g*
Moudy *v.* St. Louis D. B. & P. Co., 1347
Mould *v.* The New York, 587
Moulding *v.* Wilhartz, 680, 692*c*, 692*e*
Moulton *v.* Chapin, 106
v. McOwen, 657
v. Newburyport Water Co., 1171*e*
v. Richardson, 685*o*
v. St. Paul, M. & M. Ry., 851
v. Sanford, 124
v. Scruton, 762
v. Water Co., 1149, 1162
Mounson *v.* Redshaw, 301
Mount *v.* Chapman, 334
Mt. Adams & E. P. I. Ry. *v.* Isaacs, 485*a*
Mt. Sterling *v.* Crummy, 221*b*
Mt. Washington Road Co., Petition of, 1148
Mountain *v.* Day, 1030
v. Fisher, 673*a*
Mountford *v.* Gibson, 61, 1044
Mountjoy *v.* Metzger, 636*d*
Mousler *v.* Harding, 449
Mowbray *v.* Brooklyn Heights R. R., 1354
v. Merryweather, 164*a*
Mowry *v.* Bishop, 343, 345
v. Home L. Ins. Co., 729
v. Raabe, 1335
v. Western Union Telegraph Co., 882
v. Whitney, 323, 1230, 1231, 1232*a*, 1234, 1236, 1237, 1243, 1244
v. Wood, 262
Moyer *v.* Cantieny, 834*g*
v. Fletcher, 311*d*
v. Gordon, 44, 44*a*, 47, 50, 126*b*, 364, 365, 367, 383, 386, 929*a*, 988*a*
v. Moyer, 451
v. N. Y. & C. H. R. R. R., 1182
Moynahan *v.* Prentiss, 492*b*
Moyse *v.* Northern Pac. Ry., 485
Moyses *v.* Schendorf, 414
Mudd *v.* Phillips, 635, 734
v. Stille, 340*b*
Mueller *v.* Chicago, B. & N. R. R., 1342
v. Bethesda M. S. Co., 193*a*, 633
v. Kleine, 407, 419
v. Kuhn, 483, 484, 486
v. St. Louis & I. M. R. R., 924*a*, 939
Muenchow *v.* Roberts, 613, 1006, 1012
Muenster *v.* Fields, 494*c*
Muhlig *v.* Fiske, 107*d*, 972
Mulcahey *v.* Givens, 1255
Mulcairns *v.* Janesville, 580, 581
Muldoon *v.* Rickey, 565*d*
Muldowney *v.* Illinois C. Ry., 41, 47, 226*f*, 481, 570*b*, 860
Muldrow *v.* Agnew, 704
v. Norris, 185
Mulford *v.* Clewell, 1249, 1255, 1256
v. Metropolitan El. R. R., 1201
Mulhado *v.* Brooklyn City R. R., 1309
Mullahy *v.* Dingman, 308*a*
Mullally *v.* Townsend, 684

[References are to sections]

Mullaly *v.* Austin, 636*g*
Mullen *v.* Cook, 1006, 1010
Mullenary *v.* Burton, 308*a*
Muller *v.* Barker, 1331
v. Eno, 761, 762
v. Fern, 685*e*
v. Gillick, 660, 662
v. Ocala F. & M. Works, 155
v. Ry., 1135
v. Southern Pacific Branch R. R., 1151
Mullett *v.* Challis, 557
v. Mason, 125, 769
Mulligan *v.* Smith, 302*a*
Mulliken *v.* State, 692*b*
Mullin *v.* Spangenberg, 385, 490
Mulliner *v.* Florence, 493
Mulvane *v.* Tullock, 685*j*
Mulverhill *v.* Thompson, 941
Mulvey *v.* King, 1052
Muncie N. G. Co. *v.* Allison, 1110
Muncie Pulp Co. *v.* Martin, 948
Munday *v.* Landry, 487*a*
Mundy *v.* Culver, 416
Munford *v.* Rice, 692*d*
Munger *v.* Jacobson, 301*a*
Munier *v.* Zachary, 999*k*
Munkwitz *v.* Chicago, etc., R. R., 1161
Munn *v.* Commission Co., 704
Munnerlyn *v.* Alexander, 682
Munro *v.* Butt, 656
v. Pacific C. D. & R. R., 573*a*, 575, 578
Munroe *v.* Allaire, 676
v. Armstrong, 506*a*
v. Gates, 99
v. Stickney, 99, 940
Munsie *v.* Lindsay, 304
Munson *v.* James Smith W. M. Co., 742
v. McGregor, 1007
v. Munson, 53
v. Plummer, 311*e*
v. Straits of Dover I. S. Co., 599*a*
v. Straits of Dover S. S. Co., 629
Munson, Matter of, 1160
Munster *v.* Fields, 565*a*
Munter *v.* Bande, 382
v. Rogers, 270
Murdock *v.* Boston & Albany R. R., 42, 150, 868, 871
Murdock *v.* Jones, 163
v. New York & B. D. E. Co., 485*a*
v. Phillips Academy, 665
v. Walker, 126*e*
Murphy *v.* American C. I. Co., 722*a*
v. Andrews, 301
v. Booth, 349
v. Central Park, N. & E. R. R., 379, 380
v. Century Bldg. Co., 988*a*
v. Chicago, 1108
v. Curran, 1255
v. Fond du Lac, 63, 101, 107*d*, 923
v. Hobbs, 7 Colo. 541; 358, 386
v. Hobbs, 8 Colo. 17; 55
v. Hughes, 484, 485
v. Larson, 383*b*
v. Lucas, 695
v. McGrath, 487*a*
v. Moore, 76
v. New York City Ry., 243*b*
v. New York C. & H. R. R. R., 573
v. N. Y. & N. H. R. R., 29 Conn. 277; 379
v. N. Y. & N. H. R. R., 30 Conn. 184; 570*b*
v. Omaha, 302
v. Price, 956, 959
v. Richardson, 973
v. St. Louis, 734
v. Sherman, 493
v. Ship Suliote, 599*c*
v. Sommerville, 686
v. South St. Paul, 1360
v. Southern Pac. Co., 121*b*, 221*b*, 860
v. Stout, 447
v. Troutman, 554
v. U. S. F. & G. Co., 419
Murray *v.* Ætna Ins. Co., 841
v. Aiken Min. etc., Co., 678, 694
v. Buell, 1326, 1330, 1334
v. Burling, 55
v. Brooklyn City Ry., 1356
v. Carlin, 1046
v. Chicago, R. I. & P. Ry., 1357
v. Doud, 753
v. Galbraith, 448*a*
v. Gale, 270

[References are to sections]

Murray *v.* Gouverneur, 915, 916
v. Great Western Co., 711
v. Hudson River R. R., 1330, 1325, 1357
v. Interurban St. Ry., 485*a*
v. Jennings, 30, 762
v. Judah, 695
v. Mace, 126*b*, 564
v. Missouri Pac. R. R., 171*a*
v. Pannaci, 107*a*, 226*c*, 363, 939
v. Pate, 492
v. Postal T. C. Co., 873*f*
v. Seattle Electric Co., 1353
v. Stanton, 250, 736
v. U. S., 599*c*
v. Ware, 314
Murray Co. *v.* Putnam, 767
Murrell *v.* Dixey, 854
v. Whiting, 211, 227, 858
Murry *v.* M'Mackin, 276
v. Meredith, 761, 762, 772
Murtaugh *v.* New York C. & H. R. R. R., 1357
Musanti *v.* State, 1168
Muse *v.* Swayne, 418
Muser *v.* Holland, 851
Musgrave *v.* Breckendorff, 514, 745
Musselman *v.* Barker, 637, 639, 639*a*
Mussen *v.* Price, 756
Muth *v.* Frost, 209
Mutual Life Ins. Co. *v.* Allen, 259
v. Hargus, 378, 380*a*
v. Heiss, 1151
Mutual R. F. L. Assoc. *v.* Ferrenbach, 730
Mutual Safety Ins. Co. *v.* Cohen, 710
v. The George, 717
Muzzy *v.* Shattick, 692*f*
Myer *v.* Davies, 1266
v. Hart, 407, 416
v. Wheeler, 516*b*
Myerle *v.* United States, 614
Myers *v.* Baptist Society, 669
v. Bolton, 304
v. Burns, 155, 209, 226*l*, 991
v. Charlotte, 1294
v. Crockett, 934*g*
v. Estell, 1053
v. Fear, 1056
v. Malcolm, 35
Myers *v.* Munson, 970, 983
v. Ralston, 413
v. San Francisco, 380*b*, 584
v. Smith, 774
v. South Bethlehem, 1160
v. Turner, 1027*a*
v. Walker, 305
v. York & C. R. R., 614
Myers R. S. Co. *v.* Griswold, 674
Myers, *In re*, 311*b*, 311*c*
Mygatt *v.* Wilcox, 314
Mynning *v.* Detroit, L. & N. R. R., 573*a*

N

N. K. Fairbank Co. *v.* Nicolai, 947
N. N. & N. V. Co. *v.* Walker, 1357
Nading *v.* Denison & P. S. Ry., 925
v. Howe, 825
Nafe *v.* Hudson, 363*a*
Nagle *v.* Cohn, 1345
v. Keller, 378
v. Mullison, 365, 373*a*, 387
Naglee *v.* Ingersoll, 307, 999*a*
Nailor *v.* Kearney, 676
v. Ponder, 445, 451
Nance *v.* Patterson Building Co., 660
Nansemond Timber Co. *v.* Rountree, 685*a*, 685*b*
Nantz *v.* Lober, 340*b*
Napier *v.* Brooklyn Heights R. R., 1355
v. Schneider, 700
v. Spielmann, 633
Napton *v.* Leaton, 909, 918
Narragansett, The, 196, 589, 592, 593, 596
Naschold *v.* Westport, 1123
Nash *v.* Copeland, 873*a*
v. El Dorado County, 327
v. Hermosilla, 413
v. Hoxie, 613, 614
v. Larson, 537
v. Minnesota T. I. & T. Co., 1027
v. Noble, 60
v. Thousand Islands S. B. Co., 618
v. Towne, 733*a*
v. Sharpe, 180
v. Sullivan, 908, 909*a*, 914

Nashua & Lowell R. R. *v.* Boston & Lowell R. R., 340*a*, 1256*k*
Nashua Iron & Steel Co. *v.* Brush, 156, 762
Nashua Sav. Bank *v.* Burlington Electric Lighting Co., 778
Nashville *v.* Comar, 91
v. Sutherland, 226*b*, 226*d*, 1110
Nashville & C. R. R. *v.* Chumley, 1042
v. Prince, 570*b*
v. Smith, 1326
v. Starnes, 379, 380
v. Stevens, 573*a*
Nashville & K. T. Co. *v.* Harris, 1039
Nashville, C. & S. L. Ry. *v.* Karthaus, 935
v. Miller, 67
Nashville *v.* First Nat. Bank, 346
Nashville L. I. Co. *v.* Mathews, 730
Nashville Lumber Co. *v.* Barefield, 534
Nashville St. Ry. *v.* Griffin, 363*a*
Nason Mfg. Co. *v.* Stephens, 655
Natcher, The, 597*a*
Natchez C. & M. R. R. *v.* Lambert, 864*a*
Natchez Ins. Co. *v.* Buckner, 729
Natchitoches *v.* Redmond, 303
Nathan *v.* Leland, 89
National A. & I. Assoc. *v.* Best, 789
National Bank *v.* Green, 695
v. Heard, 334
v. Rush, 494
National Bank of Commerce *v.* New Bedford, 155 Mass. 313; 242, 243, 1171*d*
v. New Bedford, 175 Mass. 257; 636*e*
National Bank of Ill. *v.* Baker, 688*a*
National C. B. S. Co. *v.* Terre Haute C. & Mfg. Co., 1231
National Cash Register Co. *v.* Agne, 533
v. Schmidt, 753
National Casket Co. *v.* Powar, 368
National Coffee Palace Co., *In re*, 836
National Coke Co. *v.* Cincinnati G. C. C. & M. Co., 770
National Contracting Co. *v.* Hudson River W. P. Co., 643
National Copper Co. *v.* Minn. Mining Co., 92
National D. & N. J. J. C. Ry. *v.* Pennsylvania R. R., 340*b*
National Docks Co. *v.* State, 1152
National Exchange Bank *v.* Hartford, P. & F. R. R., 346
v. McLoon, 83*b*
National F. B. & P. Co. *v.* Elsas, 1220
v. Robertson, 1229
Natural F. O. Co. *v.* Citizens' Ins. Co., 724
National Fibre Board Co. *v.* Lewiston & A. Electric Light Co., 182
National Handle Co. *v.* Huffman, 1031
National L. & I. Co. *v.* Rockland Co., 673*e*
National Lancers *v.* Lovering, 308
National M. B. Assoc. *v.* Conkling, 692*a*
National M. E. B. Co. *v.* Gotham, 774
National Mahaiwe Bank *v.* Hand, 80 Hun, 584; 623
v. Hand, 89 Hun, 329; 999*i*
National O. L. Co. *v.* Armour-Cudahy Packing Co., 1060
National Provincial Bank of England *v.* Marshall, 418, 426
National Sav. Bank *v.* Ward, 120
National Society of U. S. Daughters of 1812 *v.* American Surety Co., 685*j*
National Steamship Co. *v.* Tugman, 334
National Surety Co. *v.* Mabry, 1337
v. Townsend B. & C. Co., 648*a*
National W. & S. Co. *v.* Toomy, 739
National Waterworks Co. *v.* Kansas City, 1173
Nations *v.* Cudd, 665
Naugatuck R. R. *v.* Waterbury Button Co., 846
Nauman *v.* Caldwell, 509
Nautilus, The, 587, 589
Navailles *v.* Dielmann, 1348
Nave *v.* Berry, 999*j*
v. Gross, 762
Navone *v.* Haddon, 710
Naylor *v.* Parker, 1022
v. Schenck, 1048
Neafie *v.* Hoboken P. & P. Co., 448*a*
Neal *v.* Brockham, 334
v. Freeman, 305, 311*a*

[References are to sections]

Neal *v.* Keel, 305
v. Pender-Hyman Hardware Co., 153, 742
v. Taylor, 685*g*
v. Wilmington R. R., 574*a*
Neale *v.* Hagthrop, 909*a*
v. Smith, 618
v. Wyllie, 1000
Nearing *v.* Hathaway, 440
Nearns *v.* Harbert, 667
Neary *v.* Northern Pac. Ry., 1367
Neblett *v.* McGraw, 419
Nebraska City *v.* Campbell, 482*a*, 485*a*
v. Northcutt, 70
Nebraska Bridge S. & L. Co. *v.* Owen Conway & Sons, 636*j*
Neeb *v.* Hope, 364, 387
v. McMillan, 531, 533
Needham *v.* Grand Trunk Ry., 571*e*
v. Wellesley, 314
Neel *v.* Clay, 734, 746
Neese *v.* Radford, 565*c*
Neff *v.* Cameron, 121*b*
v. Clute, 708
v. Pennsylvania R. R., 932
Neff, *In re*, 636*d*
Negley *v.* Cowell, 932, 936
v. Farrow, 448*b*
Negus *v.* Simpson, 317
Negus, *In re*, 789, 795
Neher *v.* Hansen, 777
Neil *v.* Bank, 334
v. Cunningham Store Co., 765
Neil, The, 587
Neiler *v.* Kelley, 514
Neill *v.* Neill, 311*d*
Neilson *v.* Albert Lea, 685*j*
v. Chicago, M. & N. W. Ry., 1148, 1293
Neiswanger *v.* Squier, 998
Nellis *v.* Cramer, 451
v. Lathrop, 999*d*
Nelms *v.* Hill, 436
Nelson *v.* A. H. Stange Co., 1359
v. Belmont, 717
v. Big Blackfoot Mining Co., 933
v. Blackfoot Milling Co., 932
v. Brandford Lighting, etc., Co., 1367
v. Bromley, 1352
Nelson *v.* Cartmel, 302*a*
v. Chicago, M. & S. P. Ry., 119
v. Churchill, 933
v. Crawford, 43*h*
v. Danielson, 1328
v. Felder, 334
v. First Nat. Bank, 706
v. Gray, 692
v. Hatch, 607
v. Hirsch & S. I. R. R., 314
v. Hirschberg, 753
v. Hunter, 1249, 1255
v. Iron, etc., Co., 312
v. J. H. Winchell & Co., 1246*c*
v. Johnson, 1040
v. King, 261
v. Lake Shore & M. S. Ry., 578, 1367
v. Loder, 340*b*
v. Mather, 69
v. Matthews, 959, 975
v. Metropolitan St. Ry., 171*a*, 486
v. Morgan, 822
v. Plimpton F. P. E. Co., 842
v. Oregon Ry. & N. Co., 1332
v. Suffolk Ins. Co., 718
v. Wallace, 451
v. West Duluth, 932
v. Western Steam Nav. Co., 226*o*
Neosho City Water Co. *v.* Neosho, 293, 337
Nesbit *v.* Independent Dist., 346
Nesbitt *v.* Moore, 497*c*
v. St. Paul L. Co., 934
Nessle *v.* Reese, 426
Netherland A. S. N. Co. *v.* Hollander, 486*c*
Netter *v.* Louisville Ry., 1368
v. Trenton W. B. Works, 753
Nettles *v.* South Carolina R. R., 854
Nettleton *v.* Caryl, 1025
Neu *v.* McKechnie, 377*a*, 1254, 1255
Neuer *v.* Metropolitan St. Ry., 1342
Nevada Co. *v.* Hicks, 334, 337
Neves *v.* Costa, 462, 463
Neville *v.* Frost, 659
Nevin *v.* Pullman P. C. Co., 873*a*
Nevins *v.* Bay State Steamboat Co., 873
v. Nevins, 1271

[References are to sections]

Nevins *v.* Rockingham M. F. I. Co., 302
New Albany R. R. *v.* O'Dailey, 1115
New Brighton *v.* Piersol, 1154*c*
New Britain *v.* New Britain Tel. Co., 416*a*
New Domain O. & C. Co. *v.* Feeley, 614
New Dunderberg Mining Co. *v.* Old, 317
New England Furniture & Carpet Co. *v.* Bryant, 689
New Eng. Mortg. Security Co. *v.* Vader, 346
New England R. R. *v.* Carnegie Steel Co., 340*a*
New Hampshire Iron Factory Co. *v.* Richardson, 664
New Haven & N. R. R. *v.* Hayden, 240, 607, 629, 1007
New Haven Bank *v.* Miles, 686
New Haven S. B. Co. *v.* Mayor of New York, 136, 226*d*, 589, 593
v. Vanderbilt, 196
New Holland T. Co. *v.* Lancaster County, 677
New Home S. M. Co. *v.* Seago, 677
New Jersey, The, 592, 594
New Jersey Exp. Co. *v.* Nichols, 32 N. J. L. 166; 226*f*
v. Nichols, 33 N. J. L. 434; 180, 181
New Jersey I. & I. R. R. *v.* Tutt, 1164, 1166
New Jersey School Furniture Co. *v.* Board of Education, 106
New Market Co. *v.* Embry, 164, 742*a*
New Milford Water Co. *v.* Watson, 1166*a*, 1175
New National Turnpike Co. *v.* Dulaney, 237, 685*j*
New Orleans *v.* Fisher, 303, 344
v. Gaines, 904, 908, 914, 919
v. Warner, 302, 302*a*
New Orleans & N. E. R. R. *v.* Shackelford, 873
New Orleans D. Co. *v.* De Lizardi, 317
New Orleans F. J. & G. I. R. R. *v.* Barton, 1123
New Orleans, J. & G. N. R. R. *v.* Allbritton, 234
New Orleans, J. & G. N. R. R. *v.* Bailey, 380
v. Echols, 213, 607
v. Hurst, 388
v. Moore, 244
v. Moye, 1139*a*
v. Tyson, 854
New Orleans, M. & T. R. R. *v.* South. & Atl. Tel. Co., 109
New Orleans, O. & G. W. R. R. *v.* Lagarde, 1139
N. O., St. L. & C. R. R. *v.* Burke, 387
New Orleans Pacific Ry. *v.* Gay, 1139
v. Murrell, 34 La. Ann. 536; 1162
v. Murrell, 36 La. Ann. 344; 1139
New River Company *v.* Johnson, 1091
New Providence *v.* McEachron, 692*f*
New Street in New York, *In re*, 1146
New Westminster *v.* Brighouse, 1110
New York *v.* Consolidated Gas Co., 1146
v. Mabie, 1057
v. Pentz, 1292, 1293
v. Ransom, 1215, 1234
v. Sands, 303
v. Second Ave. R. R., 618, 999*h*
New York, The, 334, 590
New York, Matter of, 190 N. Y. 350; 1146
New York, Matter of, 198 N. Y. 84; 1168
New York, Matter of, 39 App. Div. 589; 1168
New York, Matter of, 54 N. Y. Supp. 1066; 1151
New York & B. Bridge, *In re*, 1156, 1164
New York & E. R. R. *v.* Young, 1154*a*
New York & C. M. S. *v.* Fraser, 134*a*
New York & H. R. R. *v.* Story, 636*j*
New York & N. H. R. R. *v.* Ketchum, 673*e*
New York & T. S. S. Co. *v.* Weiss, 246
New York & W. P. T. Co. *v.* Dryburg, 876, 878, 884
New York Academy of Music *v.* Hackett, 167, 185, 995
New York B. Note Co. *v.* Hamilton B. N. E. & P. Co., 312

[References are to sections]

New York Cent. & H. R. R. R. *v.* Hastings-on-Hudson, 685
v. People, 1151
N. Y. C. & H. R. R., Matter of, 1149, 1171, 1185
New York, C. & St. L. R. R. *v.* Mushbrush, 1367
v. Rhodes, 1152*a*
v. Roe, 574
v. Zumbaugh, 316
New York C. I. Co. *v.* National Protection I. Co., 728
New York C. R. R. *v.* Lockwood, 859
New York D. D. Co. *v.* M'Intosh, 106
New York El. R. R. *v.* Fifth Nat. Bk., 1189, 1210
N. Y. El. R. R., *In re*, 70 N. Y. 327; 1192
New York El. R. R., Matter of, 76 Hun, 384; 1198*b*, 1208
New York G. & I. Co. *v.* Flynn, 533, 538
New York, L. & W. Ry. *v.* Arnot, 1130, 1154
New York, L. & W. Ry., Matter of, 27 Hun, 116; 1146, 1171
New York, Lackawanna & Western Railroad, Matter of, 29 Hun, 3; 1199
New York, L. & W. R. R., *In re*, 49 Hun, 539; 1160*a*
New York, L. E. & W. R. R. *v.* Carhart, 341
v. Estill, 334, 852
v. Winter, 865
New York Life Co. *v.* Pope, 622
New York L. Ins. Co. *v.* Seckel, 678
v. Statham, 730
New York, Mail Steamship Co. *v.* The Express, 336
New York Metal Ceiling Co. *v.* City Homes Imp. Co., 618, 643
New York Nat. Bank *v.* Mechanics' Nat. Bank, 302*a*
New York National Exch. Bank *v.* Metropolitan Elevated Ry., 1190
New York, N. H. & H. R. R. *v.* Ansonia L. & W. P. Co., 315, 316
v. Bridgeport Traction Co., 1152*a*
v. New Haven, 1171*a*
New York, P. & N. R. R. *v.* Jones, 942
New York Rubber Co. *v.* Rothery, 99, 101, 923
New York Security & T. Co. *v.* Lipman, 685
v. Lombard Investment Co., 340*a*
N. Y. State Marine Ins. Co. *v.* Protection Insurance Co., 728, 805
N. Y. State Monitor Milk Pan Co. (Limited) *v.* Remington, 212*b*
New York Transp. Co. *v.* Garside, 1270*a*
New York, W. S. & B. R. R. *v.* Le Fevre, 1154
v. Siebrecht, 1146
v. Bell, 101 N. Y. 685; 1154
v. Bell, 28 Hun, 426; 1172
N. Y., W. S. & B. Ry., *In re*, 29 Hun, 646; 217, 1156, 1185, 1199
N. Y., W. S. & B. R. R., Matter of, 37 Hun, 317; 1174
New Zealand Ins. Co. *v.* Parnmoor S. Co., 301, 597*a*
Newark *v.* Chestnut Hill Land Co., 99
Newark Coal Co. *v.* Upson, 184, 468
Newark Savings Inst. *v.* Panhorst, 241, 562
Newberry *v.* Bennett, 226*d*, 762
v. Gibson, 535
Newbrough *v.* Walker, 189, 984
Newburgh *v.* Galatian, 803
Newburn *v.* Lucas, 976
Newbury *v.* Connecticut & P. R. R. R., 85*c*
v. Getchel & M. L. & M. Co., 47, 226*f*, 486*b*, 1358
v. Great Northern Ry., 1363
Newburyport Water Co. *v.* Newburyport, 1173
Newby *v.* Platte Co., 1128, 1140
Newhall *v.* Ireson, 99, 101
Newcomb *v.* Gibson, 808
v. Wallace, 107*d*, 973
Newcomb-Buchanan Co., *v.* Baskett 317
Newell *v.* Griswold, 310
v. Houlton, 331
v. Jones, 288
v. Keith, 308*a*, 314
v. Lawton, 673*d*
v. Smith, 316, 317, 854

[References are to sections]

Newell *v.* Whitcher, 364, 366, 372, 430
Newgass *v.* St. Louis, A. & T. Ry., 1110, 1134, 1151, 1164, 1175
Newlan *v.* Shafer, 294
Newman *v.* Auling, 301*c*
v. Covenant Mutual Benefit Association, 732
v. Covenant M. I. Co., 732
v. Goza, 700
v. Kane, 493
v. Keffer, 307
v. McGregor, 657
v. Metcalf, 692*e*
v. Metropolitan Elevated Ry., 1189, 1198
v. Munk, 258
v. N. Y., L. E. & W. R. R., 464
v. Newman, 304
v. St. L. & I. M. R. R., 365, 373
v. Stein, 47, 360, 443, 449
v. Wolfson, 416, 418
Newman, The, 592
Newman Case, 1198*a*
Newport N. & M. V. R. R. *v.* Griffin, 1341
v. Mercer, 854
Newport Wharf Co. *v.* Drew, 341
Newsom *v.* Harris, 1012
Newsome *v.* Western U. T. Co., 889
Newson *v.* Douglass, 301
Newton *v.* Armstrong, 1169
v. Devlin, 618
v. Kennerly, 325
v. Locklin, 1328
v. Round, 689*a*
v. Russell, 87 N. Y. 527; 685*k*
v. Russell, 24 Hun, 40; 237
v. Wilson, 999*d*
Newton, Appeal of, 1160*a*
Newtown Creek Bridge in City of New York, *In re*, 1205*b*
Newville Road Case, 1155
Neys *v.* Taylor, 1337
Niagara, The, 596*a*
Niagara F. I. Co. *v.* Heflin, 722
v. Scammon, 726
Niagara F. P. Co. *v.* Lee, 214, 681, 794
Nibbe *v.* Brauhn, 656
Niblack *v.* Park Nat. Bank, 302*a*
Niblo *v.* Binsse, 655*c*
v. North American F. I. Co., 725
Niblock *v.* Ann Harbor R. R., 1357
Nichol *v.* Alexander, 977
Nicholds *v.* Crystal Plate Glass Co., 1348
Nicholl *v.* Freeman, 1012
Nicholls *v.* American S. & W. Co., 742
v. Mapes, 506*a*
Nichols *v.* Bridgeport, 1128, 1148
v. Coleman, 316
v. Duluth, 1110
v. Freeman, 1007, 1015
v. Haines, 410
v. MacLean, 688*a*
v. Marsland, 33
v. Nichols, 1338
v. Oregon S. L. R. R., 47
v. Richmond, 35
v. Scranton Steel Co., 636*d*
v. Superior, 656
v. Tremlett, 1049, 1066
v. Union Pac. Ry., 316
v. Walter, 966
v. Winfrey, 578
Nichols & Shepard Co. *v.* Paulson, 535
Nicholson *v.* Merritt, 364
v. N. Y. & N. H. R. R., 1148, 1368
v. Patchin, 664
v. Rogers, 387
v. Rust, 448*a*
Nicholson C. M. Co. *v.* Moulden, 1354, 1355
Nickels *v.* Maine F. & L. Ins. Co., 715
Nickerson *v.* Bigelow, 1367
v. Easton, 673*a*
v. Soesman, 274
v. Wadley, 363*a*
Nickey *v.* Zonker, 1331
Nicklase *v.* Morrison, 934
Nickley *v.* Thomas, 1291
Nickol *v.* Ashton, 636*f*
Nicks *v.* Chicago, etc., R. R., 1112*a*, 1148
Nicolet *v.* New Orleans Ins. Co., 312, 720
Niemetz *v.* St. Louis, A. & M. Assoc., 107*a*
Niendorff *v.* Manhattan Ry., 1342, 1352

[References are to sections]

Nierenberg *v.* Wood, 36*a*
Nightingale *v.* Chafee, 1031
v. Scannell, 55, 365, 381, 565*c*
Nikkel *v.* Conaway, 1021*a*
Niles *v.* Board of Com'rs, 343, 345
v. Edwards, 517
v. Iroquois Realty Co., 999*h*
Nilson *v.* Jonesboro, 416
v. Morse, 608, 614
Nimick *v.* Holmes, 717
Nimocks *v.* Welles, 685*m*
Nininger *v.* Banning, 493*a*
Ninth Ave., Matter of, 1158
Nirsing *v.* Smith, 1345
Nisbet *v.* Lawson, 311*e*
Nith, The, 844
Nitz *v.* Bolton, 534, 535
Niver *v.* Rossman, 413
Nivin *v.* Stevens, 71, 926
Nixon *v.* Biloxi, 685*k*
v. Cutting F. P. Co., 294, 308*a*
v. Denham, 999*h*
v. Myers, 614, 667
v. Nixon, 753
v. Porter, 909*a*
v. Stilwell, 933
Noble *v.* Ames Manufacturing Co., 607, 617*a*
v. Arnold, 236, 237, 685*j*, 685*m*
v. Biddle, 917
v. Epperly, 77
v. Fagnant, 762, 766
v. Hand, 107*b*, 170
v. Libby, 620
v. Moses, 343
v. Walker, 704
Nobles *v.* Bates, 400, 408, 418
Noblit *v.* Briggs, 313
Noe *v.* Hodges, 313*a*
Noel *v.* State, 692*g*
v. Wheatly, 774
Nohrden *v.* Northeastern R. R., 54 S. C. 492; 584
v. Northeastern R. R., 59 S. C. 87; 573*a*
Nolan *v.* Mendere, 387
v. Standard S. M. Co., 1326
v. Stillwater L. Co., 1355
v. Whitney, 657
Nolde *v.* Gray, 1012
Nolte *v.* Herter, 452
Nones *v.* Homer, 673*b*
v. Northouse, 485*a*
Noon *v.* Salisbury Mills, 672
Noonan *v.* Ilsley, 17 Wis. 314; 276, 734
v. Ilsley, 21 Wis. 138; 968, 974, 977, 978, 980*a*
v. Ilsley, 22 Wis. 27; 966, 973
v. Lee, 973
v. Pardee, 93*a*
Norae *v.* Lonsley, 442
Norcross *v.* Benton, 1034
Norcross Bros. Co. *v.* Vose, 419
Norddeutschen F. V. G. *v.* Bertheau, 606*a*
Nordhaus *v.* Peterson, 363, 683
Norfolk *v.* American Steam-Gas Co., 802
Norfolk & W. R. R. *v.* Adams, 857
v. Anderson, 380, 380*a*
v. Carter, 1110
v. Cheatwood, 571*b*, 574*a*, 577, 578
v. Davis, 252
v. Harman, 844
v. Lipscomb, 863, 873*a*
v. Mundy, 966, 981
v. Munsell, 1367
v. Neely, 357, 380, 387, 865
v. Reeves, 854
v. Spears, 1270
v. Spencer, 581
v. Stevens, 573*a*
v. Stone, 47
v. Thomas, 935*a*
v. Wilkinson, 854, 856
Norin *v.* St. Paul, M. & M. Ry., 1151
Norman *v.* Beekman, 906, 910
v. Bellingham, 1347
v. Cunningham, 1256*h*
v. Fife, 565*a*, 682
v. Hope, 555
v. Ince, 924*a*, 1116
v. Rogers, 53
v. Vandenberg, 834*c*
v. Vickery, 414
v. Wells, 1293
v. Winch, 107*d*, 973
Normannia, The, 778
Normile *v.* Wheeling T. Co., 41*a*

[References are to sections]

Norris *v.* Hall, 341
v. Massachusetts Mut. L. Ins. Co., 341
v. Morrill, 1305
Norristown *v.* Moyer, 67
Norris *v.* Philadelphia, 331*a*, 335
v. Pueblo, 1154*a*
v. School Dist., 657, 660, 662
v. State, 692*i*
v. Vermont Cent. R. R., 1109
Norris' Appeal, 311*c*
North *v.* Bunn, 1012*a*
v. Cates, 69, 1326
v. Johnson, 370, 681*a*
v. McDonald, 945
v. Mallory, 655*a*, 655*b*
v. Phillips, 514
North Alabama Trac. Co. *v.* Daniel, 1342
North America Bldg. Assoc. *v.* Sutton, 627*a*
North American F. Ins. Co. *v.* Mowatt, 340
North Am. Trans. Co. *v.* Morrison, 864
North Arkansas Tel. Co. *v.* Steiner, 1348
North British & Mercantile Ins. Co. *v.* Cohn, 85
North Chicago St. R. R. *v.* Brodie, 580, 580*a*
v. Burnham, 620
v. Deubner, 43*f*
v. Fitzgibbons, 170*a*
v. La Grand Co., 984
v. Wiswell, 1348
v. Wrixon, 1367
v. Zeiger, 482
North Eastern R. R. *v.* Sneath, 1167
North German Lloyd Steamship Co. *v.* Wood, 45*a*
North Hudson Co. R. R. *v.* Booraem, 331*a*, 1175, 1177
North M. R. R. *v.* Akers, 850
North Pennsylvania Ry. *v.* Adams, 346
v. Davis, 1154*a*, 1157
v. Kirk, 67*a*, 576
v. Robinson, 572
North Packing & Provision Co. *v.* Western U. T. Co., 881, 892
North R. M. Co. *v.* Christ Church, 301
North Star, The, 106 U. S. 17; 590, 596*a*
North Star, The, 44 Fed. 492; 597*a*
North Star, The, 140 Fed. 263; 593, 597*a*
North Star, The, 169 Fed. 711; 1358
North Vernon *v.* Voegler, 95, 1110
Northam *v.* Hurley, 100
Northampton Nat. Bank *v.* Wylie, 237, 682, 682*a*
Northeastern R. R. *v.* Chandler, 1306
Northen *v.* Tatum, 618
Northern C. & C. Co. *v.* Allera, 1367
Northern Central Ry. *v.* Newman, 363
v. O'Conner, 862
Northern, J. & G. N. R. R. *v.* Allbritton, 359
Northern Line Packet Co. *v.* Binninger, 1328
Northern P. & M. Ry. *v.* Forbis, 1171
Northern Pacific & P. S. S. R. R. *v.* Coleman, 1143*a*
Northern Pac. R. R. *v.* Freeman, 574*a*
v. Lewis, 76
v. Pauson, 865
v. Wendel, 482
Northern Supply Co. *v.* Wangard, 212*b*, 226*d*, 226*m*
Northern Tex. Traction Co. *v.* Mullins, 171*a*
Northern Transp. Co. *v.* Chicago, 1110
v. McClary, 844
v. Sellick, 317, 497
Northridge *v.* Moore, 1010
Northrop *v.* Graves, 306
Northrup *v.* Cook, 734, 753
v. Cross, 537
v. McGill, 59
Northwestern L. I. Co. *v.* Irish, 1286*b*
Northwestern M. L. Ins. Co. *v.* Perrill, 327
v. Rochester G. I. Co., 722*a*
Northwestern S. B. & M. Co. *v.* Great Lakes Engineering Works, 161
Northwestern Transp. Co. *v.* Thames, etc., Ins. Co., 711
Norton *v.* Babcock, 962, 971, 979
Norton *v.* Colgrove, 973
v. Jackson, 973
v. Kumpe, 692*g*
v. Lexington F. I. Co., 711

Norton *v.* Parker, 777
v. Sewall, 120
v. Union Ry., 212
v. Wales, 734
v. Willis, 1298, 1299
Norvell *v.* Thompson, 109
Norway Plains Bank *v.* Moors, 633*d*
Norwich *v.* Bradshaw, 547
Norwood *v.* Baker, 1126
v. Cobb, 497
v. Interstate Nat. Bank, 533, 1031
v. Lathrop, 657
Nosler *v.* Hunt, 966, 973
Nosotti *v.* Page, 98
Nossaman *v.* Rickert, 47, 386
Notara *v.* Henderson, 852
Nott *v.* Stoddard, 444*a*
Nottingham Ice Co. *v.* Preas, 739
Nourse *v.* Snow, 844
Nova Scotia T. Co. *v.* American T. Co., 273
Novelty Iron Works *v.* Capital City Oatmeal Co., 645, 646
Nowell *v.* Roake, 920
Nowlan *v.* Trevor, 990*b*
Nowland *v.* Martin, 797
Noxon *v.* Hill, 559
Noyes *v.* Blodgett, 777
v. F. A. Noullet & Co., 648*a*
v. French Lumbering Co., 908
v. Phillips, 393, 417, 679, 1007, 1020
v. Pugin, 615
v. Mason City, 1112*a*
v. Ward, 234
Nuckolls *v.* College of Physicians and Surgeons, 667
v. Powell, 999*k*
Nuestra Senora de Regla, 334
Nugent *v.* New York, 1151
v. Teachout, 1012*a*
Nunan *v.* San Francisco, 1261, 1268
Nunnemaker *v.* Lanier, 819
Nurse *v.* Barns, 607*b*
Nutt *v.* Merrill, 803
Nutting *v.* Herbert, 964, 966, 975
Nyce *v.* Obertz, 953, 975
Nye *v.* Iowa C. A. Works, 764
v. Lothrop, 302*a*
v. Smith, 554
Nye *v.* Snyder, 766
Nysewander *v.* Lowman, 777

O

O. H. Jewell Filter Co. *v.* Kirk, 767
O. L. Hallenbeck, The, 579
O. Mills, etc., Nat. Bank *v.* Greenhaw, 337
O. S. Richardson F. Co. *v.* Peters, 583
Oak Ridge Coal Co. *v.* Rogers, 935
Oakes *v.* Maine Cent. R. R., 573*a*, 584
v. Miller, 1027*a*
v. Richardson, 295
Oakland Ry. *v.* Fielding, 486*c*
Oakley *v.* Boorman, 606*b*, 789
Oakley Mills Mfg. Co. *v.* Neese, 1328
Oaks *v.* Scheifferly, 684*a*
Oatman *v.* Walker, 1024
O'Bannon *v.* Huffman, 556
O'Beirne *v.* Bullis, 1256*d*
Ober *v.* Indianapolis & St. L. R. R., 856*a*
Oberfelder *v.* J. G. Mattingly Co., 834*d*
Obermyer *v.* Nichols, 295, 307, 636*n*
Oberne *v.* Gaylord, 682
Oborn *v.* Nelson, 1357
O'Boyle *v.* Shively, 1337
O'Brien *v.* Anniston Pipe Works, 419, 618
v. Bennett, 368
v. Central I. & S. Co., 946
v. Home Benefit Society, 732
v. J. G. White & Co., 1356
v. McCann, 57, 801
v. Norwich & W. R. R., 35
v. Philadelphia, 1120
v. Railroad, 1116
v. Worcester, 947, 948, 1166*d*
v. Young, 324*a*
Ocala F. & M. Works *v.* Lester, 537
O'Callaghan *v.* Bode, 1367
v. Dellwood Park Co., 1358
Ocean Queen, The, 593, 596
Oceanic, The, 571*a*, 1367
Oceanic Steam Nav. Co. *v.* Compania T. E., 241
Ochs *v.* Public Service Ry., 85*c*
O'Connell *v.* Main & T. S. H. Co., 642
v. Mo. Pac. Ry., 571*b*

[References are to sections]

O'Connell *v.* Reginam, 1276
v. Rosso, 607
O'Conner *v.* Forster, 842
v. Parrott, 1343
O'Connor *v.* Chicago, R. I. & P. Ry., 485*a*
v. Enos, 976
v. Henderson Bridge Co., 610
v. New York, etc., Land Imp. Co., 685*h*
v. Nolan, 167
v. Pittsburg, 1112, 1115, 1120
v. Press Pub. Co., 451
v. St. Louis, K. C. & N. Ry., 947
v. Shannon, 69
v. Smith, 647*b*
v. Such, 692
v. Union Ry., 1367
v. Varneys, 1072
Ode *v.* Manhattan Railroad, 1191, 1112
Odegard *v.* North Wis. Lumber Co., 1356
Odell *v.* Hole, 536, 537
v. New York Elevated Railroad, 1198*a*
v. Story, 1027
O'Doherty *v.* Postal T. C. Co., 1367
Odom *v.* Harrison, 1044
O'Donnell *v.* American Sugar Refining Co., 1357
v. Broad, 1286*b*
v. Colby, 691*a*
v. Hannibal, 1363
v. Rhode Island Co., 221*b*
v. Rosenberg, 419
v. White, 1110
O'Donoghue *v.* Corby, 256
Oekenden *v.* Henly, 1026
Oeholf *v.* Solomon, 1027
Oelrichs *v.* Spain, 229, 233, 235, 237, 429
Oeltjen *v.* People, 692*f*
Oettinger *v.* Levy, 992
O'Ferrall *v.* Simplot, 921
Offutt *v.* Edwards, 232
O'Flaherty *v.* Nassau Electric R. R., 43*i*
v. Sutton, 922
O'Flanagan *v.* Missouri Pac. Ry., 1360
Ogburn *v.* Whitlow, 973
Ogden *v.* Ball, 966, 973
v. Davis, 681*a*
v. East River Ins. Co., 726
v. Gibbons, 929, 1326, 1334
v. Larrabee, 311*c*
v. Lucas, 36*a*
v. Marshall, 842
v. Pattee, 301*c*
Ogle *v.* Earl Vane, 636*b*, 737
Oglesby *v.* Missouri Pac. Ry., 1356
O'Gorman *v.* Harby, 988
O'Grady *v.* Keyes, 555
O'Hanlan *v.* Great Western Ry., 246, 844
O'Herrin *v.* Milwaukee County, 306
Ohio *v.* Board of Public Works, 338
v. Frank, 327
Ohio & M. Ry. *v.* Burrow, 872
v. Cosby, 226*f*, 486
v. Dickerson, 41, 67
v. Dunbar, 226*g*
v. Hecht, 121*b*
v. Judy, 1326
v. McGhee, 215, 226*d*
v. Nickless, 1293
v. Thillman, 1109
v. Tindall, 573*a*
v. Trapp, 938
v. Voight, 574*a*
v. Wachter, 1110
v. Wangelin, 571*b*
Ohio & W. N. Ry. *v.* Gardner, 948
Ohio Life Ins. & Trust Co. *v.* Reeder, 793
Ohio Valley R. & T. Co. *v.* Kerth, 253
v. Meyer, 364
v. Wernke, 180*a*
O'Horo *v.* Kelsey, 127*a*
Ohrstrom *v.* Tacoma, 1367
O'Keefe *v.* Dyer, 676
v. Eighth Ave. R. R., 1355, 1357
v. Liverpool, etc., Ins. Co., 723*a*
Okell *v.* Smith, 1038
Oklahoma City *v.* Hill, 69, 927, 932
v. Welsh, 1354
Old Colony R. R. *v.* Evans, 1023
v. Miller, 331*a*, 1151
Old Colony & N. R. R. *v.* Plymouth, 1147, 1152*a*, 1161

[References are to sections]

Old Dominion, C. M. & S. Co. *v.* Bigelow, 439*i*
Oldfield *v.* Angeles T. & M. Co., 999*f*
v. New York & H. R. R., 14 N. Y. 310; 574, 575
v. New York & H. R. R., 3 E. D. Smith, 103; 1326
Oldham *v.* Bentley, 439*a*
v. Kerchner, 622*a*
v. Woods, 916, 917
Olds *v.* Cary, 237, 685*j*
Olean *v.* King, 692*f*
Olean, *In re*, 1149*b*
O'Leary *v.* Rowan, 1270
Oleson *v.* Brown, 143
Olin *v.* Bradford, 171
Oliphant *v.* Frost, 302*a*
Oliphint *v.* Mansfield, 237
Oliver *v.* Bredl, 993
v. Bush, 956
v. Emsonne, 1034
v. Holt, 85
v. Houghton C. S. Ry., 570*b*
v. La Valle, 121*b*, 226*j*
v. Northern P. T. Co., 41, 180, 226*f*, 481, 485
v. Perkins, 182
v. Pittsburgh V. & C. Ry., 1175
Olivier *v.* Houghton C. S. Ry., 570*b*
Olmstead *v.* Bach, 90, 665, 666
v. Beale, 659
v. Brush, 106
v. Burke, 185, 1261
v. Hoy, 638*b*, 638*c*
v. Olmstead, 692
v. Rawson, 975, 982
Olmey *v.* Myers, 673*a*
O'Loughlin *v.* Carr, 681*a*
Olsen *v.* Montana O. P. Co., 377*a*
v. Wendt, 1349
Olson *v.* Erickson, 171*a*
v. Flard, 599
v. Great Northern Ry., 1360
v. Huntimer, 109
v. Nebraska Tel. Co., 1348
v. Nonenmacher, 616
v. Northern Pac. R. R., 1342
v. Sharpless, 734
v. Solveson, 637, 638
Olsted *v.* Macon, 1123
Olvera's Estate, 334
Olyphant *v.* St. Louis Ore & Steel Co., 752
Olyphant S. D. Co. *v.* Olyphant, 1169
Omaha *v.* Bowman, 1367
v. Flood, 1165*a*
v. Hansen, 1141, 1171
v. Howell Lumber Co., 1141
v. Kramer, 1293
v. Richards, 1367
Omaha & G. S. & R. Co. *v.* Tabor, 499, 502, 504, 929, 934
Omaha & R. V. Ry. *v.* Chollette, 482
v. Ryburn, 482, 486*a*
v. Standen, 95, 924, 1123
Omaha B. Ry. *v.* McDermott, 1141
Omaha Coal & L. Co. *v.* Fay, 766
Omaha H. & G. Ry. *v.* Doney, 1295
Omaha Horse R. R. *v.* Cable Tramway Co., 1165*a*
Omaha Lith. Co. *v.* Simpson, 685
Omaha S. Ry. *v.* Beison, 1165
v. Todd, 1141, 1154, 1165, 1174
Omaha School Dist. *v.* McDonald, 667
Omaha St. Ry. *v.* Emminger, 483
Omaha Water Co. *v.* Schamel, 577
O'Malley *v.* McLean, 573
v. Rhode Island Co., 1352
O'Mara *v.* Hudson R. R. R., 574, 575
O'Meara *v.* McDaniel, 973
v. North American M. Co., 519
O'Mellia *v.* Kansas City, S. J. & C. B. R. R., 580, 581
Onderdonk *v.* Emmons, 688
O'Neal *v.* Brown, 85*b*
O'Neall *v.* Bookman, 345
v. Sims, 345
v. South Carolina R. R., 844
Oneida, The, 587, 589, 594
O'Neil *v.* Ben Avon Borough, 1120
v. Flanagan, 999*c*
v. Supreme Council, 636*d*
O'Neill *v.* Johnson, 467
v. Rush, 734
Ong Chair Co. *v.* Cook, 1357
Ongaro *v.* Twohy, 172
Ontario Lantern Co. *v.* Hamilton B. M. Co., 636*d*
Opelousas, G. & N. E. R. R. *v.* Bradford, 253

[References are to sections]

Opelousas, G. & N. E. R. R. *v.* St. Landry Cotton Oil Co., 1151
Opening of Beverley Rd., *In re*, 243*c*
Opinion of the court, 270
Opp *v.* Ten Eyck, 688, 688*a*
Oppenheimer *v.* Bank, 695
v. Halff, 439*k*
v. U. S. Exp. Co., 851
Opsahl *v.* Judd, 574*a*, 580
Optenberg *v.* Skelton, 767
Orange & A. R. R. *v.* Fulvey, 736
Orange County Bank *v.* Brown, 873
Orange Hotel Co. *v.* Townsend, 189
Orange Lumber Co. *v.* Thompson, 948
Ordway *v.* Colcord, 305
Orefice *v.* Savarese, 1337
Oregon, The, 45 Fed. 62; 587, 599
Oregon, The, 55 Fed. 666; 842
Oregon, The, 89 Fed. 520; 597*a*
Oregon & C. R. R. *v.* Barlow, 1166
v. Jackson, 930*a*, 933, 934
v. Wait, 1198
Oregon, R. & N. Co. *v.* Mosier, 1175
v. Owsley, 1148
O'Reilly *v.* Hoover, 1368
v. New Brunswick, A. & N. Y. S. B. Co., 218
v. Shadle, 930*a*
Orendorf *v.* New York C. & H. R. R. R., 580
Orhanovich *v.* The America, 593
Orient Ins. Co. *v.* Parlin Orendorff Co., 722*a*
Orient M. I. Co. *v.* Adams, 711
Oriental, The, *v.* Barclay, 1270
Oriental Bank *v.* Tremont Ins. Co., 341
Oriental Lumber Co. *v.* Blades Lumber Co., 753
Oriflamme, The, 485
O'Riley *v.* McChesney, 226*d*, 226*o*, 941
Ormsbee *v.* Davis, 689*a*
Ormsby *v.* Johnson, 316
v. Vermont C. M. Co., 257
Orr *v.* Bigelow, 627*a*
v. Churchill, 400
v. Dayton, & M. T. Co., 925
v. Farmers' Alliance Warehouse & Com. Co., 740
v. Mayor, 317
v. New York, 293
Orr W. Co. *v.* Reno W. Co., 618
Orrok *v.* Commonwealth Ins. Co., 711
Orscheln *v.* Scott, 1359
Orth *v.* Milwaukee, 1110, 1164
Ortiz *v.* Navarro, 638, 638*a*
Ortwine *v.* Baltimore, 1154*c*
Osborne *v.* Ayers, 613, 618
Osborn *v.* Gillett, 570
v. Guy's Hospital, 671
v. Jenkinson, 1354
v. Mississippi & R. R. B. Co., 942
v. Poket, 151
v. Quincey, O. & K. C. Ry., 1331
v. U. S. Bank, 341
Osborn's Case, 1278
Osborne *v.* Ehrhard, 241
v. McQueen, 762
Osborn *v.* Mississippi & R. R. B. Co., 942
Osborne *v.* Poket, 121*d*
v. Synnot, 821
Osbourne *v.* Hosier, 301
Osbourn *v.* Lovell, 1263, 1271*a*
Oscoda, The, 170
Osgood *v.* Bauder, 734, 738
v. Chicago, 154 Ill. 194; 1168
v. Chicago, 44 Ill. App. 532; 1138
v. McConnell, 276
v. Osgood, 793, 793*a*
O'Shaugannessy *v.* Chicago City Ry., 1353
O'Shaughnessy *v.* O'Rourke, 930*a*
O'Shea *v.* Kirker, 1279
Oshkosh Gas Light Co. *v.* Germania F. I. Co., 722*a*
Osler *v.* Walton, 384, 487*a*
Osmun *v.* Winters, 25 Ore. 260; 639
v. Winters, 30 Ore. 177; 640, 640*a*
Ossouski *v.* Wiesner, 1286*b*
Ossulston *v.* Yarmouth, 343
Osteen *v.* Southern Ry., 377*a*
Osterholm *v.* Boston & M. C. C. & S. M. Co., 1347
Osterhout *v.* Delaware, L. & W. R. R., 170
Osteryoung *v.* Transit Co., 865
Ostrander *v.* Lansing, 485*a*
Ostrom *v.* San Antonio, 380*b*, 930, 932
Oswego C. S. Bank *v.* Board of Education, 337

[References are to sections]

Oswego F. P. & P. Co. *v.* Stecher Lithographic Co., 752
Otres *v.* Cowels E. S. & A. Co., 1363
Otis *v.* Cottage Grove Mfg. Co., 419
v. Hall, 692*k*
v. Jones, 60
v. Koontz, 606*a*
Ottawa *v.* Gilliland, 1309
v. Sweely, 1325
Ottawa, O. C. & C. G. R. R. *v.* Adolph, 1293
v. Peterson, 95
Otten *v.* Manhattan R. R., 1198*b*
Ottenot *v.* New York, L. & W. Ry., 95
Otter *v.* Williams, 519
Otto *v.* Jackson, 999*j*
Otto Kuehne Preserving Co. *v.* Allen, 377*a*
Ottoway *v.* Milroy, 633*a*
Ottumwa *v.* Parks, 240, 241, 802
Oursler *v.* Baltimore & O. R. R., 383
Ousley *v.* Hardin, 372, 383
Outcalt *v.* Durling, 79
Outhouse *v.* Outhouse, 256
Ouverson *v.* Grafton, 124
Overacre *v.* Garrett, 692*i*
Overbay *v.* Lighty, 762
Overby *v.* Fayetteville Bldg., etc., Assoc., 339*a*
Overhiser *v.* McCollister, 977
Overland M. & E. Co. *v.* Carroll, 851
Overton *v.* Bolton, 326
v. Meggs, 915
v. Phelan, 1039
v. Woodson, 692*j*
Oviatt *v.* Pond, 317, 432*a*
Owen *v.* Brockschmidt, 573
v. O'Reilly, 106
v. Routh, 508, 734
Owens *v.* Durham, 664
v. Hodges, 415
v. Missouri Pac. Ry., 924*a*
v. Railroad, 121*b*
v. Salter, 1034
Owensboro *v.* Hope, 1149
v. Singleton, 1152*a*
v. Williams, 1347
Owensboro & N. Ry. *v.* Barclay, 584
Owensboro-Harrison Telephone Co. *v.* Wisdom, 183
Owings *v.* Gibson, 69, 931
Owsley *v.* Greenwood, 302
Oxford Knitting Mills *v.* American Wringer Co., 152, 205
v. Wooldridge, 760
Ozan Lumber Co. *v.* Bryan, 1353
Ozark Lumber Co. *v.* Chicago Lumber Co., 753

P

P. P. Emory Manuf. Co. *v.* Salomon, 636, 737
Paauhau Sugar Plantation Co. *v.* Palapala, 1362
Pabst Co. *v.* Greenberg, 76, 78, 79
Pabst Brewing Co. *v.* Rapid S. F. Co., 536
Pace *v.* Neal, 689*a*
v. Pace, 692*j*
Pacific Coast Ry. *v.* Porter, 1135
Pacific Exp. Co. *v.* Black, 43*g*, 856, 856*a*
v. Darnell, 152, 856, 856*a*
v. Foley, 851
v. Jones, 157
v. Lasker R. E. Assoc., 935*a*
v. Lothrop, 1298
v. Smith, 935*a*
v. Walters, 667
v. Watson, 486*c*
Pacific Factor Co. *v.* Adler, 426*a*
Pacific Ins. Co. *v.* Conard, 230, 233, 433, 434, 436
Pacific Mut. L. Ins. Co. *v.* Fisher, 301
Pacific P. & N. Co. *v.* Fielding, 380
Pacific P. T. C. Co. *v.* Bank of Palo Alto, 126*a*
v. Fleischner, 316, 876
Pacific R. R. *v.* Chrystal, 1140
v. U. S., 339
Pacific S. M. Works *v.* California Canneries Co., 166
Pacific Steam Whaling Co. *v.* Alaska Packers' Assoc., 182*a*, 200
Pacific Union Club *v.* Commercial Union Assur. Co., 121*d*
Pack *v.* New York, 570
Packard *v.* Bergen Neck Ry., 1129, 1148, 1149, 1152, 1171*a*

[References are to sections]

Packard *v.* Hill, 1272
v. Leinow, 834
v. Slack, 125, 769, 1266
Packers' F. Assoc. *v.* Harris, 834*a*
Packing Co. *v.* Canty, 313*a*
Pacquette *v.* Pickness, 910
Pactolus, The, 592
Padelford *v.* Boardman, 717
v. Padelford, 950
Paddock *v.* Atchison, T. & S. F. R. R., 41, 864
v. Salisbury, 451
Paducah *v.* Allen, 947, 1123
Paducah *v.* Cully, 692*e*
Paducah & M. R. R. *v.* Stovall, 1130, 1148
Paducah L. C. & I. Co. *v.* Hayes, 308*a*
Paducah Lumber Co. *v.* Paducah Water Supply Co., 164
Page *v.* Bucksport, 226*j*, 228
v. Chicago, M. & St. P. Ry., 1137, 1138, 1149, 1198
v. Delaware & H. C. Co., 171
v. Ferry, 1226
v. Ford, 121*d*, 767
v. Fowler, 517
v. Johnston, 1027
v. Merwin, 1332
v. Mills, 777
v. Munro, 854
v. Newman, 287, 288
v. Parker, 777
v. Pavey, 191, 768
v. Sumpter, 435*a*
v. Sun Ins. Office, 726
v. Wells, 1027
v. Yool, 378, 388, 1344
Paige *v.* Barrett, 665
v. Hazard, 1292
v. Ill. Steel Co., 1367
v. Willet, 303
Paine *v.* Boston, 1295
v. Caswell, 67 Me. 540; 325
v. Caswell, 68 Me. 80; 330
v. Chicago, R. I. & P. Ry., 47, 865
v. Kelley, 462
v. Partrich, 35
v. Sherwood, 19 Minn. 315; 166
v. Sherwood, 21 Minn. 225; 153, 734
Paine *v.* Woods, 1147
Painter *v.* Munn, 682
v. Stahley, 71, 926
Palatine Ins. Co. *v.* Weiss, 722*a*
Palenzke *v.* Bruning, 43*i*
Palestine C. S. O. Co. *v.* Cotton Oil Co., 737
Pallet *v.* Sargent, 447
v. Murphy, 620, 633*e*, 742
Pallman *v.* Smith, 657
Palmer *v.* Andrews, 641
v. Atchison, T. & S. F. R. R., 846
v. Augenstein, 565*a*
v. Baum, 47
v. Bennett, 294
v. Blackburn, 712
v. Conant, 1303
v. Crook, 480
v. Crosby, 87
v. Darby, 40
v. Foley, 685
v. Gallup, 550
v. Harris, 334
v. Haskins, 445
v. Holland, 819
v. Ingram, 984
v. Laberee, 334
v. Mahin, 448*a*
v. Maine Cent. R. R., 466, 1336
v. Matthews, 448, 448*d*
v. Meiners, 538
v. Murray, 317, 336
v. New York News Pub. Co., 448
v. North, 302
v. Philadelphia, B. & W. R. R., 377*a*
v. Pirson, 829
v. Schurz, 680
v. Stephens, 836
v. Stockwell, 314*b*
v. Waterloo, 1261, 1262
v. Winona R. & L. Co., 485*a*
v. Winston-Salem R. & E. Co., 478*a*
Palmer Co. *v.* Ferrill, 1147
Palmer Transf. Co. *v.* Smith, 1348
Palo Alto Bank *v.* Pacific Postal Tel. Cable Co., 229
Pana *v.* Bowler, 346
Pancoast *v.* Vail, 753

[References are to sections]

Pankopf *v.* Hinckley, 43*h*
Panson *v.* Miller, 256
Pantall *v.* Rochester & P. C. & I. Co., 93*a*, 924
Paola Gas Co. *v.* Paola Glass Co., 607, 646
Paoli, The, 587
Pape *v.* Ferguson, 739
v. Lathrop, 667
v. Westacott, 829
Pappenheim *v.* Metropolitan Ry., 932, 1196, 1200
Paquin *v.* St. Louis & S. Ry., 482*a*
Parana, The, 855
Paradise *v.* Sun M. I. Co., 712
Paraffine Oil Co. *v.* Berry, 69
Paragon Refining Co. *v.* Lee, 737, 1046
Parcell *v.* McComber, 660
Pardee *v.* Douglas, 622
v. Drew, 873
v. Robertson, 549
Parfitt *v.* Chambre, 408
Pargoud *v.* Morgan, 685*j*
Parham *v.* McMurray, 59
Paris *v.* Allred, 947, 948
v. Cairo V. & C. Ry., 1152*a*
v. Jenkins, 948
v. Mason, 1143
Paris & G. N. Ry. *v.* Robinson, 577, 578
Paris, City of, 587
Parish *v.* Baird, 226*d*
v. Gilmanton, 1154*a*
v. Wheeler, 82
v. White, 1006
Park *v.* Bates, 962
v. Cheek, 964, 966, 976, 978
v. Chicago & S. W. Ry., 184, 948
v. Ensigh, 993
v. Hamond, 817
v. Independent School Dist., 665
v. Kitchen, 615
v. McDaniels, 506*a*, 1268
v. Northport S. & R. Co., 170*a*, 933
v. Richardson, 760
v. Wiley, 301, 340*b*
Parke *v.* Blackiston, 445
v. Frank, 193*a*
Parker *v.* Atchinson, 1128
Parker *v.* Barlow, 763
v. Bond, 237, 685
v. Boston & Me. R. R., 1119
v. Brown, 966
v. Chicago Catholic Bishop, 1121
v. Conner, 60, 565
v. Coture, 488
v. Davis, 269
v. Eagle F. I. Co., 723
v. Fairbanks-Morse Mfg. Co., 1356
v. Fenwick, 762
v. Forehand, 637, 638*a*, 368*b*
v. Gaines, 302*a*
v. Griswold, 99, 923, 940
v. Hollis, 999*e*
v. Hulme, 1220
v. Hutchinson, 287
v. James, 811
v. Lake Shore & M. S. Ry., 1296
v. Lowell, 1265
v. Lumber Co., 571*b*, 573*a*
v. McDonald, 982
v. McKannon, 614, 636*g*
v. Macomber, 672
v. Marquis, 765
v. Meadows, 209, 221, 228, 991, 999
v. Mise, 373*a*
v. Monteith, 473, 475
v. Moody, 339*a*
v. Norfolk & C. R. R., 947
v. Otis, 333
v. Parker, 308*a*
v. Peabody, 545, 549
v. Plymell, 411
v. Pringle, 762
v. Republican Co., 44*a*
v. Russell, 90, 636*g*, 636*i*, 636*n*
v. Shackelford, 363*a*, 373
v. Sherwood, 933
v. Simonds, 690
v. South Carolina & G. R. R., 483
v. Tires, 858
v. Walker, 1027, 1028
v. Wallis, 935
v. Waycross & F. R. R., 504, 934
Parker's Heirs *v.* Parker's Admr., 1303
Parker County *v.* Jackson, 1163
Parkhurst *v.* Ketchum, 451
v. Masteller, 44, 47, 357, 360, 372

[References are to sections]

Parkhurst *v.* Van Courtlandt, 1012*a*
Parkinson *v.* Jacobson, 973
v. Kortrim, 120*a*
v. Woulds, 966
Parkinson Sugar Co. *v.* Riley, 1347
Parks *v.* Alexander, 550
v. Alta C. T. Co., 875, 887
v. Booth, 1244, 1246
v. Boston, 331*a*, 999*d*, 1151, 1154*a*
v. County of Hampden, 1147
v. General Interest Assur. Co., 725
v. Laurens Cotton Mills, 383*b*
v. Marshall, 276, 734
v. Morris A. & T. Co., 199, 766, 1297
v. O'Connor, 156, 756
v. Seattle, 1110
v. Sullivan, 432*a*, 436
v. Wilson, 675*c*
v. Wisconsin Central R. R., 1154
Parlin *v.* Boatman, 753
Parmelee *v.* Raymond, 844
Parmalee *v.* Wilks, 226*c*, 620
Parmenter *v.* Fitzpatrick, 248*a*, 1298
v. Marion, 119
Parmer *v.* Anderson, 446
Paro *v.* St. Martin, 90
Parr *v.* Greenbush, 407, 416
Parrin *v.* Montana Cent. Ry., 433, 436
Parroski *v.* Goldberg, 506*a*, 540
Parrot *v.* Cincinnati, H. & D. R. R., 1115
Parrott *v.* Atlantic & N. C. R. R., 363*a*
v. Chicago & G. W. Ry., 939
v. Housatonic R. R., 317
v. Knickerbocker Ice Co., 316, 317, 318
Parry *v.* Aberdeen, 710
v. Frame, 260
Parry Mfg. Co. *v.* Lyon, 734
Parshall *v.* Minneapolis & S. L. Ry., 180, 485*a*
Parsons *v.* Hardy, 841
v. Harper, 241, 461, 462, 463
v. Hart, 905
v. Lindsay, 490
v. Louisville & N. R. R., 854
v. Martin, 828
v. Moses, 915, 916
v. Pettingell, 928
Parsons *v.* Sexton, 1060
v. Strong, 567
v. Sutton, 153, 222, 734, 741
v. United States Exp. Co., 852
Partello *v.* Missouri Pac. Ry., 1354, 1360
Partenheimer *v.* Van Order, 36*a*, 431
Pasadena *v.* Stimson, 1165*c*
Paschall *v.* Owen, 1367
Pasley *v.* Catterlin, 305
v. Freeman, 32, 100
Passinger *v.* Thorburn, 191, 768
Passmore *v.* Western U. T. Co., 876
Pastor *v.* Regan, 1326
Pastorius *v.* Fisher, 99, 352
Pastor *v.* Solomon, 416
Patapsco Guano Co. *v.* Magee, 317
Patapsco Ins. Co. *v.* Coulter, 713
Patchen *v.* Keeley, 86*a*, 935
Patching *v.* Smith, 999*f*
Pate *v.* Columbia & P. S. R. R., 1346
v. Fitzhugh, 1334
v. Mitchell, 980
Patent Brick Co. *v.* Moore, 419
Paterson, N. & N. Y. R. R. *v.* Newark, 1152
Paterson *v.* Wilcox, 473
Patillo *v.* Alexander, 695*c*
Patnote *v.* Sanders, 673
Patrick *v.* Clay, 302*a*
v. Colorado Smelting Co., 107*b*, 610
v. Greenaway, 99
v. Leach, 959, 964
v. Marshall, 1010
v. Perryman, 294
v. Putnam, 655*c*, 672
v. Roach, 1006
v. Swinney, 774
Patrick Henry, The, 844
Patridge *v.* Boston & M. R. R., 41*a*, 47
v. Dykins, 991
v. Hatch, 975
Patten *v.* American Nat. Bank, 302*a*
v. Belo, 451
v. Chicago & N. W. Ry., 1330
v. Hood, 308
v. Libbey, 1268
v. Lynett, 633*f*
v. Northern Central R. R., 1166

[References are to sections]

Patterson *v.* Arthurs, 1016
v. Boston, 20 Pick. 159; 1157
v. Boston, 23 Pick. 425; 1169
v. Cappon, 979
v. Chicago, M. & S. P. R. R., 852
v. Choate, 311
v. Cussier, 822
v. Ely, 1260
v. Emerich, 999*f*
v. Frazer, 382
v. G. W. Ry., 95
v. Hulings, 1054
v. Illinois Cent. R. R., 153 159
v. Jaeger & S. Ry., 1116
v. Marine Nat. Bank, 171*a*, 1310*a*
v. Melchior, 1348
v. Missouri Glass Co., 302*a*
v. Murphy, 1012*a*
v. Plummer, 736
v. Kingsland, 935*a*
v. Reardon, 920
v. Rinard, 685*m*
v. Sharp, 340*b*
v. Stewart, 969, 981
v. Thompson, 1328
v. Waldman, 378, 935
v. Westervelt, 546, 554*a*
v. Whitlock, 325
Patton *v.* Cruce, 448*a*, 449
v. Elk R. M. Co., 607, 614
v. England, 973
v. Garrett, 234, 237, 359, 565*a*, 990
v. Kennedy, 1012*a*
v. Philadelphia, 1163, 1329
v. Sanborn, 1303, 1307
Patton Paint Co. *v.* Erie R. R., 317
Patzke *v.* Minneapolis & S. L. Ry., 1355
Pauck *v.* St. Louis D. B. & P. Co., 1348
Paul *v.* Christie, 340*c*
v. Cragnaz, 182*a*, 184, 1334
v. Frazier, 639
v. Goodluck, 678
v. Grimm, 829
v. Jones, 785
v. New York, 337
v. Omaha & S. L. Ry., 482
v. Slason, 32, 101, 103, 108, 565
Paulling *v.* Creagh, 343
Paulmier *v.* Erie R. R., 579
Pause *v.* Atlanta, 1157
Pauza *v.* Lehigh V. C. Co., 1306
Pavenstedt *v.* New York L. I. Co., 700
Pavonia, The, 587
Pawling *v.* Howren, 301
Paxton *v.* State, 692*e*
Paycock *v.* Parker, 313
Payne *v.* Avery, 339*a*
v. Ellzey, 678
v. Georgetown Lumber Co., 570*b*
v. Graves, 1012*a*
v. Hackney, 1012*a*
v. Haine, 210
v. Kansas & A. V. R. R., 1116, 1151, 1152*a*, 1171*a*
v. Lindsley, 78
v. McIntier, 334
v. Morgan's Louisiana & T. R. R. & S. S. Co., 191
v. Pacific Mail Steamship Co., 1325
Peabody *v.* Bloomer, 1031
v. Richard Realty Co., 408, 416
Peabody Ins. Co. *v.* Memphis Packet Co., 711
Peace River Phosphate Co. *v.* Grafflin, 153
Peacock *v.* Coltrane, 607, 667
v. Monk, 964
Peak *v.* Frost, 164*a*, 442
Peake *v.* Baltimore & O. R. R., 85*c*
Pearce *v.* Hennessy, 325, 345
v. Kansas City, 1348
v. Maguire, 684
v. Twichell, 531
v. Wallace, 315
Pearl *v.* Garlock, 691*a*
Pearsall *v.* Western U. T. Co., 882
Pearse *v.* Quebec Steamship Co., 851
Pearson *v.* Alaska Pac. S. S. Co., 1355
v. Carr, 91, 913
v. Crallan, 700
v. Darrington, 311*b*
v. Davie, 975
v. Davis, 975
v. Duane, 864
v. Ford, 959, 972
v. Grice, 311
v. Lemaitre, 446
v. Mason, 750
v. Parker, 797
v. Sanderson, 302

[References are to sections]

Pearson *v.* Williams, 423
v. Zable, 1110
v. Zehr, 373*a*, 1334
Pease *v.* Shippen, 451
v. Smith, 317
Peay *v.* Western U. T. Co., 45*a*, 894
Peck *v.* Bonebright, 531*a*
v. Bristol, 1154
v. Clark, 101
v. Cohen, 806
v. Inlow, 82
v. Kansas City M. R. & C. Co., 636*c*
v. McCormick Harvesting Machine Co., 1041
v. McLean, 83
v. New York C. & H. R. R., 1342
v. Small, 360, 372, 385
v. Superior Short Line R. R., 1154
Peck *v.* Taylor, 480*a*, 1338
Peck-Hammond Co. *v.* Heifner, 614, 617
Peckham Iron Co. *v.* Harper, 234, 359
Pecksport C. Ry. *v.* West, 1165
Pecos & N. T. Ry. *v.* Bivins, 854
v. Blasengame, 485*a*
Peden *v.* Moore, 1040
Peddie *v.* Quebec F. Assur. Co., 720
Peek *v.* Derry, 257, 779
Peekskill S. C. & M. R. R. *v.* Peekskill, 416, 416*a*
Peele *v.* Merchants' Ins. Co., 715
Peelle *v.* State, 692, 692*k*
Peerce *v.* Athey, 685
Peerless Machine Co. *v.* Gates, 537
Peet *v.* Chicago & N. W. Ry., 854
Peffley *v.* Kenrick, 689*a*
Pegler *v.* Hyde Park, 1157
Pegram *v.* Stortz, 359, 1248, 1254
v. Western U. T. Co., 885
Peine *v.* Weber, 411
Pekin *v.* Brereton, 35
v. Reynolds, 337
Pelberg *v.* Gorham, 545
Pelham *v.* Way, 547, 557
Pell *v.* Shearman, 619
Pellardis *v.* Journal Printing Co., 448*a*, 1335
Peltier *v.* Miet, 445
Peltomaa *v.* Katahdin P. & P. Co., 1354
Peltz *v.* Eichele, 30, 182, 632
Pence *v.* Duvall, 959
v. Gubbert, 981
Pendall *v.* Rench, 852
Pender Lumber Co. *v.* Wilmington Iron Works, 165
Pendergast *v.* McCaslin, 86*a*, 913
v. Reed, 778
Pendleton *v.* Cline, 149, 153*a*, 664
Pendleton St. R. R. *v.* Rahmann, 1330
Pendo *v.* Beakey, 916
Pengra *v.* Wheeler, 311, 312, 405, 995
Penland *v.* Leatherwood, 79
Penley *v.* Watts, 209, 773, 992, 1000
Penley's Case, 1148
Penn *v.* Bibly, 1217
v. Jack, 1217
v. Smith, 755, 762
v. Taylor, 932
Pennant's Case, 1034
Pennebaker Bros. *v.* Bell City Mfg. Co., 767
Pennell *v.* The United States, 594
v. Woodburn, 238, 773
Penney *v.* Commonwealth, 1154*c*
Penniman *v.* Stanley, 807*a*
Pennington *v.* Gillaspie, 377*a*
v. Lewis, 107*a*
v. Redman V. & S. Co., 251
v. Western U. T. Co., 882
v. Yell, 812, 814, 831
Pennsylvania & N. Y. R. R. & C. Co. *v.* Bunnell, 1167, 1295
Pennsylvania & O. C. Co. *v.* Graham, 41, 47, 180, 226*f*, 481, 485
Pennsylvania Coal Co. *v.* Versailles F. G. Co., 1160*a*
Pennsylvania Co. *v.* Barton, 1356
v. Bray, 865
v. Dolan, 666
v. Keane, 580
v. Lilly, 570*a*
v. Pennsylvania So. R. R., 1120
v. Reidy, 1356
v. Stanley, 1117
v. Swain, 678
Pennsylvania. Co. for Insurance *v.* Phila. G. & R. R. R., 514
Pennsylvania L. Co. *v.* Phila. Contributionship, 723*a*

[References are to sections]

Pennsylvania L. Co. *v.* Pennsylvania Schuylkill Valley R. R., 1154
Pennsylvania M. L. I. Co. *v.* Heiss, 1169
Pennsylvania Nat. Gas Co. *v.* Cook, 806
Pennsylvania R. R. *v.* Adams, 574
v. Allen, 41
v. Bantom, 573, 575
v. Books, 860
v. Butler, 573*a*, 574*a*, 580
v. Connell, 112 Ill. 295; 47, 865
v. Connell, 127 Ill. 419; 864
v. Dale, 180, 181, 182
v. Goodman, 573*a*, 1325
v. Henderson, 584
v. John Anda Co., 246
v. Keller, 572
v. Kelly, 486*c*, 575
v. Kerr, 111*d*
v. Lilly, 575
v. Lippincott, 1120
v. Marchant, 1120
v. Marion, 67, 860
v. Ogier, 572
v. Patterson, 999*h*
v. Reichert, 423
v. Reiley, 1142
v. Roy, 490
v. Spicker, 864
v. Titusville & P. P. R. R., 842, 843
v. Vandever, 572, 573*a*
v. Wabash, S. L. & P. Ry., 126*a*
v. Washburn, 221*a*, 589
v. Zebe, 486*c*, 575
Pennsylvania Schuylkill Valley R. R. *v.* Cleary, 253, 1171
v. Walsh, 1120
v. Ziemer, 331*a*, 1120, 1159
Penny *v.* Andrus, 762
v. Davis, 527
v. Fellner, 999*c*
v. Ludwick, 538
v. Penny, 1156
Penny, *Re*, 1090, 1096, 1097, 1098
Pennybecker *v.* McDougal, 531, 938
Pennypacker *v.* Jones, 190, 407
Penrice *v.* Penrice, 921
v. Wallis, 1139*a*
Pensacola Gas Co. *v.* Pebley, 1330, 1331
People *v.* Albany, 5 Lans. 524; 151
v. Albany, 11 Wend. 539; 946
v. Alberty, 950
v. Bartels, 692*h*
v. Beach, 692*b*
v. Canal Com'rs, 331*a*
v. Colerick, 550
v. C. P. R. R., 407, 408, 413
v. Clinton County, 314
v. Compher, 676
v. Corbett, 792
v. Crowe, 130 Ill. App. 349; 692*i*
v. Crowe, 145 Ill. App. 450; 1268
v. Deutscher Krieger Bund, 235*a*
v. Eldredge, 1146, 1185
v. Faulkner, 692*i*
v. Flynn, 607
v. Foote, 692*b*
v. Foster, 692*a*
v. Gardner, 692*a*
v. Gasherie, 303
v. Getzendaner, 326
v. Gold & Stock Tel. Co., 332
v. Green, 1112*a*
v. Holmes, 692
v. Huffman, 692*j*
v. Jansen, 681*a*
v. Judges of N. Y. C. P., 1285
v. Kendall, 692*d*
v. Kerr, 1183, 1184, 1187
v. Laning, 681*a*
v. Lott, 549
v. Love, 416
v. Lucas, 692*f*
v. McCarthy, 1208
v. McHenry, 692*d*
v. Mayor, 4 N. Y. 419; 1128
v. Mayor, 6 Barb. 209; 1128
v. Mayor, 32 Barb. 102; 1107
v. Moon, 681*a*, 692*a*
v. Musical M. P. Union, 129
v. New York, 301
v. New York, L. E. & W. R. R., 842
v. Nolan, 101 N. Y. 539; 688*a*
v. Nolan, 32 Hun, 612; 569
v. Pennock, 692*a*
v. Petrie, 191 Ill. 497; 692*j*
v. Petrie, 94 Ill. App. 652; 109
v. Phillips, 1154*c*

[References are to sections]

People *v.* Randolph, 692
v. Russell, 681*a*, 1276
v. Security L. I. & A. Co., 730
v. Stillings, 1151
v. Summers, 692
v. Supervisors, 314
v. Sutter St. R. R., 333
v. Syracuse, 1160
v. Wexford, 312
v. Williams, 1138
v. Wilmerding, 995
People, The, *v.* Niagara, C. P., 1045
People *ex rel.* Howlett *v.* The Mayor, 1128
People *ex rel.* Newton *v.* Supervisors of Oneida Co., 1182
People's Co-operative Assoc. *v.* Lloyd, 667
People's Ice Co. *v.* The Excelsior, 191, 936
People's Loan Co. *v.* Grant, 325
People's Savings Bank *v.* Campau, 678
v. Hill, 962
Peoria & P. U. Ry. *v.* Peoria & F. U. Ry., 107*a*, 1152*a*
Peoria & R. I. Ry. Co. *v.* Birkett, 1160*a*
Peoria, A. & D. R. R. *v.* Sawyer, 1165, 1166
Peoria B. & C. R. R. *v.* Vance, 1138
Peoria, B. & C. T. Co. *v.* Vance, 1157, 1166*c*
Peoria Bridge Association *v.* Loomis, 481
Peoria, M. & F. I. Co. *v.* Lewis, 301
Peoria, P. & J. R. R. *v.* Laurie, 1138
Peper *v.* St. Louis Brass Mfg. Co., 999*j*
Pepper *v.* Haight, 636*n*
v. Rowley, 1057
v. Southern Pac. Co., 573*a*
v. Western Union Telegraph Co., 876, 885, 891
Peppercorn *v.* Black River Falls, 226*f*, 486*b*
Peppin *v.* Cooper, 692*d*
Perdue *v.* Brooks, 950
Peri *v.* New York C. & H. R. R. R., 1356
Perine *v.* Grand Lodge, A. O. U. W., 309
Perit *v.* Wallis, 678
Perkins *v.* Coleman, 343
v. Ewan, 248*a*, 565, 565*a*
v. Fourniquet, 334
v. Freeman, 60
v. Giles, 692*i*
v. Hart, 664
v. Hersey, 638, 638*a*, 639
v. Hollister, 311*c*
v. Lawrence, 1110
v. Lyman, 418, 678
v. Marrs, 317
v. Pitman, 550
v. Portland, S. & P. R. R., 846
v. Sunset T. & T. Co., 1359
v. Towle, 373, 384
v. M. K. & T. R. R., 380
v. Stewart, 303
v. Washington Ins. Co., 817
Perley *v.* Balch, 762*a*, 1060
v. Railroad, 1110, 1112
v. Schubert, 406
Perolin Co. *v.* Young, 613
Perret *v.* Dupre, 999*a*
Perrette *v.* City of Kansas City, 1348
Perrigo *v.* St. Louis, 41*a*
v. Spaulding, 1217
Perrigo G. M. & T. Co. *v.* Grimes, 82
Perrin *v.* Parker, 304
v. Reynolds, 1006
v. Wells, 493
Perrine *v.* Serrell, 762, 772
v. Winter, 445
Perrott *v.* Shearer, 67*a*
Perry *v.* Aldrich, 999*a*
v. Council Bluffs City Waterworks Co., 695
v. Denson, 680
v. Dickerson, 85*a*
v. Goodwin, 921
v. Horn, 678
v. Howe C. C. Co., 107*a*
v. Jeffries, 72, 363, 1294
v. Metropolitan St. Ry., 1350
v. Pittsburgh Union Passenger Ry., 865
v. Reynolds, 740, 742
v. Simpson Waterproof Mfg. Co., 667
v. Smith, 279*c*

[References are to sections]

Perry *v.* Taylor, 282, 324*a*, 325
v. Washburn, 332
v. Wright, 675*a*
Perry County *v.* S. M. & M. R. R., 332
Perry-Matthews-Buskirk Stone Co. *v.* Smith, 932
Perryman Plank-Road Co. *v.* Ramage, 1167
Person & Riegel Co. *v.* Lipps, 753
Persons *v.* Parker, 456
Persse *v.* Cole, 853
v. Watrous, 689
Peru & I. R. R. *v.* Haskèt, 43*e*
Peru Heating Co. *v.* Lenhart, 431
Perzell *v.* Shook, 407, 414
Peter *v.* Thickstun, 1299
Peters *v.* Barnhill, 797, 799
v. Bessemer & L. E. R. R., 574*a*
v. Bowman, 973
v. Cooper, 753
v. Craig, 664*a*
v. Grubb, 999*d*
v. Johnson, 120
v. Lake, 479
v. McKean, 1006
v. M'Keon, 1010
v. Myers, 980
v. Quebec Harbor Com'rs, 312
v. Snavely-Ashton, 682*a*
v. Southern Pac. Co., 577, 578
v. Stanway, 42
v. Tilghman, 934
v. Warren Ins. Co., 718
v. Whitney, 121*d*, 151, 674
Peters B. & L. Co. *v.* Lesh, 531, 533, 534
Petersburg School Dist. *v.* Peterson, 253
Petersen *v.* Case, 854
Peterson *v.* Ayre, 734
v. Brackey, 1306
v. Chemical Co., 485
v. Denison, 1116
v. Gresham, 374, 516, 1328
v. Knoble, 1250
v. Merchants' Elevator Co., 1367
v. Metropolitan St. Ry., 1348
v. Middlesex & S. T. Co., 380
v. Morgan, 451
v. Polk, 534
Peterson *v.* Roessler & Hasslacher Chemical Co., 484, 1359
v. Seattle Traction Co., 485*a*
v. Toner, 1337, 1345
v. Western U. T. Co., 65 Minn. 18; 1335
v. Western U. T. Co., 75 Minn. 368; 380, 1335
Petit *v.* Colmary, 461, 462, 463, 466
v. Flint & P. M. R. R., 916, 917
Petre *v.* Duncombe, 304
Petri *v.* First Nat. Bank, 695
Petrie *v.* Columbia & G. R. R., 573, 578, 1332
v. Folz, 979
v. Lane, 608
v. Rose, 448*c*
Pettee *v.* Tennessee M. Co., 190, 1039
Pettie *v.* Boston Tow Boat Co., 201
Pettigrew *v.* Summers, 325
Pettit *v.* Addington, 1270
v. Allen, 689*a*
v. Frothingham, 934
v. Mercer, 182, 680, 682
v. Mills, 226*c*
v. Pettit, 311*b*
Pettygrove *v.* Hoyt, 689
Petz *v.* Voight Brewing Co., 999*c*
Peuchen *v.* Imperial Bank, 774
Pevey *v.* Schulenberg & B. L. Co., 614
Pew *v.* First Nat. Bank, 673*d*
Pewaukee Milling Co. *v.* Howitt, 218, 226*n*, 993, 995
Peyser *v.* Myers, 339*a*
Peyster *v.* Clarkson, 311*c*
Peyton *v.* Robertson, 1285
v. Texas & P. Ry., 1347
Pezant *v.* National Ins. Co., 711
Pfeffer *v.* Buffalo Ry., 1356
Pfeiffer *v.* Lansberg Brake Co., 673*d*
v. Radke, 1360
Pfeil *v.* Kemper, 1303
Pfister *v.* Milwaukee F. P. Co., 380*a*
v. Wade, 341
Pflegar *v.* Hastings, etc., R. R., 1166*d*
Phalen *v.* Rochester Ry., 1367
Phaneuf *v.* Corey, 419
Phansteihl *v.* Vanderhoof, 684
Pharr *v.* Gall, 104 La. 700; 979
v. Gall, 108 La. 307; 982

[References are to sections]

Phelan *v.* Andrews, 226*b*, 226*d*, 992
v. Tomlin, 1012
Phelps *v.* Beebe, 656, 657
v. Conqueror Z. & L. Co., 1351
v. Detroit, 924
v. Eyria Milling Co., 191
v. George's Creek & C. R. R., 119
v. Lewiston, 346
v. London & N. W. Ry., 873
v. McGee, 738
v. New Haven & N. Co., 90, 636*h* 999*h*
v. Owens, 545
v. Paris, 1066
v. Taylor, 695*a*
v. Winona & S. P. R. R., 574*a*
Phenix *v.* Clark, 96, 531
v. Prindee, 310
Phettiplace *v.* Northern Pac. R. R., 1342
Phifer *v.* Cabarrus County, 1148
Philadelphia *v.* Dyer, 1151
v. Linnard, 1151, 1168
Philadelphia & R. R. R. *v.* Adams, 572
v. Derby, 859
v. Gilson, 1130
v. Knight, 346
v. Reading & P. R. R., 1165*a*
v. Smith, 346
Philadelphia, B. & W. R. R. *v.* Crawford, 47
v. Green, 363
v. Mitchell, 43*i*
Philadelphia Ball Club *v.* Phila., 1112*a*
Philadelphia Traction Co. *v.* Orbann, 360, 364, 365, 366, 380, 387
Philadelphia, W. & B. R. R. *v.* Hoeflich, 383*a*
v. Howard, 192, 613, 614
v. Larkin, 360, 365, 372, 380
v. Lehman, 854
v. Quigley, 377
Philbrook *v.* Berlin-Shelburne Power Co., 1171*b*
v. Burgess, 636*i*, 675*e*
Philby *v.* Northern Pac. Ry., 570*a*, 573
Philipi *v.* Capell, 691
Phillip *v.* Gallant, 657
Phillips *v.* Chamberlain, 909*a*
v. Commercial Bank, 695*a*
Phillips *v.* Cudlipp, 302*a*
v. Dickerson, 43*g*
v. Dugan, 271
v. Durham & C. R. R., 120*a*
v. Earle, 844
v. Edsall, 302
v. Epp, 999*c*
v. Hall, 76
v. Herndon, 1007
v. Homfray, 334
v. Hoyle, 1270
v. Hughes, 633*b*
v. Kelly, 386
v. Lawrence, 351, 1042
v. London & S. W. Ry., 5 C. P. Div. 280; 180
v. London & S. W. Ry., 5 Q. B. D. 78; 47, 1368, 1372
v. Merrimack Mut. F. Ins. Co., 726
v. Merritt, 750
v. O'Neal, 301*b*
v. Pennywit, 83
v. Philadelphia, etc., R. R., 1142
v. Rehm, 310
v. Reichert, 915, 966
v. St. Clair I. R. Co., 1171
v. St. Louis Perpetual Ins. Co., 714
v. South Park Com'rs, 331*a*
v. Southwestern Ry., 41, 180, 226*f*, 481, 485
v. Speyers, 271
v. Stevens, 999*j*
v. Stewart, 908
v. Taxi Service Co., 1347
v. Terry, 93
v. Vermillion, 768
Phillips' Appeal, 514
Phillips & C. C. Co. *v.* Seymour, 187, 607, 647*b*
Philips *v.* Williams, 319
Philp *v.* Nock, 1215, 1216, 1220, 1234, 1240
Philpot *v.* Evans, 636*a*, 758
v. Taylor, 239*a*, 837
Phinizy *v.* Guernsey, 1021
Phinney *v.* Baldwin, 326
v. Hubbard, 1027
Phippin *v.* Missouri Pac. Ry., 1357
Phipps *v.* Addison, 1272

[References are to sections]

Phipps *v.* Tarpley, 959
Phœnix, The, 587
Phœnix B. Co. *v.* Keystone B. Co., 685*k*
Phœnix F. I. Co. *v.* Cochran, 720
Phœnix Ins. Co. *v.* Ryland, 727
Phœnix J. C. Co. *v.* Grant, 189
Phœnix M. L. I. Co. *v.* Baker, 730
Phœnix Pad Co. *v.* U. S., 685
Phy *v.* Clark, 821
Phyfe *v.* Manhattan Ry., 132
Piaget Novelty Co. *v.* Headley, 1230, 1237
Piano Manuf. Co. *v.* Richards, 762
Pickens *v.* Coal R. B. & T. Co., 363*a*, 942
v. McCoy, 326
v. Major, 1030
v. South Carolina & G. R. R., 226*j*, 868
Pickerill *v.* Louisville, 942
Pickering *v.* Bardwell, 755
v. De Rochemont, 311*a*
v. Trustees, 494*b*
Pickert *v.* Rugg, 517*a*
Picketson *v.* Wright, 303
Pickett *v.* Bates, 801
v. Crook, 368, 387
v. Wilmington & W. R. R., 574*a*
Pickles *v.* Ansonia, 1112*a*
Piedmont L. I. Co. *v.* Fitzgerald, 730
Piedmont Wagon Co. *v.* Hudgens, 734
Pier *v.* Speer, 451
Pierce *v.* Banton, 774
v. Benjamin, 61, 493*a*, 494*c*
v. Charter Oak Life Ins. Co., 308*a*
v. Conners, 574*a*
v. Cornell, 205
v. Dart, 35, 1194
v. Dustin, 305
v. East Tenn., C. I. & R. R., 666
v. Faunce, 339*a*
v. Fothergill, 287
v. Fuller, 408, 418
v. Getchell, 381, 383*a*, 562
v. Hosmer, 98
v. Jung, 416
v. Lehigh V. C. Co., 340
v. Millay, 41, 47, 180, 226*f*, 481, 485
v. Plumb, 789
Pierce *v.* Rowe, 345
v. St. Louis, I. M. & S. Ry., 43*j*
v. Small, 1007
v. Southern Pac. Co., 851
v. Spader, 276
v. Spokane, 1360
v. Strickland, 544
v. Tenn. Coal Iron & R. Co., 90
v. Van Dyke, 529
v. Wagner, 948
v. Woodward, 86
v. Worcester & N. R. R., 1166
Piering *v.* Dunham Mfg. Co., 1353
Pierpont Mfg. Co. *v.* Goodman Produce Co., 218
Pierro *v.* St. Paul & N. P. Ry., 85*c*
Pierson *v.* Eagle Screw Co., 235
v. Ells, 685
v. Finney, 1258
v. Illinois C. R. R., 865
v. Spaulding, 606*a*
Pieser *v.* Minkota Milling Co., 294
Piester *v.* Piester, 330
Pietro G., The, 857
Pigou *v.* French, 785
Pike *v.* Daly, 920
v. Dilling, 360, 372
Pilcher *v.* Central of Ga. Ry., 854, 856*a*
v. Hickman, 492*b*
Pile *v.* Pile, 1083
Pilfold's Case, 5, 86, 913
Pilkington *v.* Commissioner for Claims on France, 267
Pilkins *v.* Hans, 1366
Pillsbury *v.* Mitchell, 973
Pim *v.* Greer, 664
Pinches *v.* Swedish Lutheran Church, 657
Pinckney *v.* Dambmann, 734
v. Singleton, 334
v. Weaver, 414
v. Western U. T. Co., 891
Pindall *v.* Bank of Marietta, 345
Pindar *v.* Wadsworth, 100, 950
Pine *v.* St. Paul City R. R., 363
v. Western Nat. Bank, 301*a*
Pine County *v.* Willard, 692*e*
Pineland Mfg. Co. *v.* Guardian Tr. Co., 982
Pinet *v.* Montague, 669

[References are to sections]

Pingree *v.* Cherokee & D. R. R., 1166
v. Coffin, 1018
Pinhorn *v.* Tuckington, 302
Pink *v.* Catanich, 447
Pinkerton *v.* Manchester & Lawrence Railroad, 518
v. Randolph, 265, 933
v. Snydor, 1336
Pinkham *v.* Chelmsford, 1171
Pinkstaff *v.* People, 692*c*
Pinkston *v.* Huie, 1008, 1012
v. Taliaferro, 797
Pinney *v.* Andrus, 772
v. Barnes, 636*h*
v. Berry, 942
v. Winchester, 66
v. Winsted, 929*a*
Pinson *v.* Southern Ry., 573*a*
Piper *v.* Brown, 1230
v. Connelly, 936
v. Hoard, 439*j*
v. Kingsbury, 641*a*
v. Menifee, 1040, 1066
Pipher *v.* Bissonet, 1261
Pirie *v.* Steele, 715
Pirkl *v.* Smith, 1235
Piser *v.* Metropolitan Elevated Railroad, 1203
Pitcher *v.* Livingston, 958, 966, 982
v. Lowe, 734
Pitkin *v.* Leavitt, 148, 962, 982, 983
v. Springfield, 1151
Pitman *v.* Bloch Queensware Co., 169*a*
v. Connor, 964
v. Self, 777
v. Universal Mar. Ins. Co., 714
Pitt *v.* Kellogg, 200
Pitts *v.* Hall, 1220, 1228
v. Tilden, 678
Pittsburgh *v.* Scott, 35
Pittsburg & C. R. R. *v.* Andrews, 860
Pittsburgh & L. E. Ry. *v.* Blair, 1357
v. Jones, 1157
v. Robinson, 1169
Pittsburgh & W. R. R. *v.* Patterson, 1295
v. Perkins, 1175
Pittsburg, A. & M. P. Ry. *v.* Donahue, 485
Pittsburgh, B. & B. Ry. *v.* McCloskey, 1142, 1163
Pittsburgh, C. & St. L. Ry. *v.* Heck, 753
v. Hennigh, 1326
v. Hixon, 226*d*, 937*a*, 1293
v. Lyon, 364, 368
v. Morton, 843
v. Thompson, 67*a*
Pittsburg, C., C. & S. L. Ry. *v.* Blum, 1365
v. Burton, 1367
v. Cozatt, 46*a*
v. Ensign, 865
v. Indiana H. Co., 935*a*
v. Lightheiser, 1306, 1326
v. Lynch, 1270
v. Noftsker, 924*a*
v. Reynolds, 865
v. Russ, 57 Fed. 822; 380
v. Russ, 67 Fed. 662; 865
v. Simons, 1356
v. Sponier, 44, 86*c*, 1326
v. Staley, 126*a*
v. Sudhoff, 1306, 1367
v. Wilson, 631
v. Wood, 857*a*
Pittsburgh Coal Co. *v.* Foster, 190
v. Northy, 734
Pittsburgh, F. W. & C. Ry. *v.* Lyons, 1165
v. Powers, 490
v. Swinney, 59 Ind. 100; 1166*e*
v. Swinney, 97 Ind. 586; 317
Pittsburgh Gauge Co. *v.* Ashton Valve Co., 834*c*, 1304
Pittsburgh H. & H. S. Co. *v.* Bown, 750
Pittsburg Junc. R. R. *v.* McCutcheon, 1120
Pittsburg L. Ins. Co. *v.* Northern C. L. Ins. Co., 778
Pittsburgh Nat. Bank *v.* Hall, 689
Pittsburg Sheet Manuf. Co. *v.* West Penn. Sheet Steel Co., 734
Pittsburgh Southern R. R. *v.* Taylor, 316, 320, 387
Pittsburgh V. & C. Railway *v.* Bently, 1164
v. Rose, 1149
v. Vance, 1169, 1171

[References are to sections]

Pitsinowsky *v.* Beardsley, 316
Pixler *v.* Nichols, 673*f*
Pixley *v.* Clark, 33
Place *v.* Dodge, 316, 441
v. Dudley, 1006
Placer Co. *v.* Dickerson, 692*b*
Plaff *v.* Pacific Exp. Co., 844
Planche *v.* Colburn, 665
Planck *v.* Anderson, 547
Plank Road Co. *v.* Rea, 1142
v. Thomas, 1142
Plano Manuf. Co. *v.* Downey, 689*a*
Plant *v.* Condit, 1060
v. Long Island R. R., 1115, 1185
Planters' Bank *v.* Union Bank, 278, 819
Planters' M. I. Co. *v.* Rowland, 725
Plate *v.* N. Y. C. R. R., 86*c*
Plath *v.* Braunsdorff, 457
Platt *v.* Brand, 636*d*, 1059
v. Brown, 233, 234, 359
v. Continental Ins. Co., 341, 724
v. Gilchrist, 973
v. Grand Trunk R. R., 965
v. Milford, 1163
v. Pennsylvania Co., 1148
v. Root, 941
Platter *v.* Seymour, 109, 1108
Plattsmouth *v.* Boeck, 1141
Plaunt *v.* Railway Transfer Co., 1349
Playford *v.* United Kingdom Tel. Co., 878
Pleasants *v.* Heard, 1326
v. North Beach & M. R. R., 101
Plevin *v.* Henshall, 1075
Plimpton *v.* Gardiner, 1265
Plow Co. *v.* Ins. Co., 722
Plozke *v.* Detroit U. Ry., 1347
Plowman *v.* McLean, 279*c*
Plum *v.* City of Kansas, 331*a*
v. Mitchell, 1012
Plumb *v.* Campbell, 301, 736, 763
v. Ives, 1268
v. McGannon, 99
v. Woodmansee, 682
Plumer *v.* Prescott, 943
v. Simonton, 1007
Plumleigh *v.* Dawson, 99
Plummer *v.* Harbut, 265, 381, 383*a*, 545, 943
v. Johnson, 1335
Plummer *v.* Milan, 486
v. Penobscot L. A., 136, 324, 948
v. Ridgon, 1008, 1011, 1012, 1020
Plunkett *v.* Meredith, 618
v. Minneapolis, S. S. M. & A. Ry., 437
Plymouth *v.* Graver, 316, 318, 320
v. R. R., 1152*a*, 1167
Plymouth Co. *v.* Kerseborm, 692*b*
Plympton *v.* Woburn, 1172*a*
Poehlmann *v.* Kertz, 639
Poett *v.* Streans, 270
Pogue *v.* Kewcah P. & W. Co., 408
Poillon *v.* Volkenning, 681*a*
Poindexter *v.* King, 270
Poingdestre *v.* Royal Exchange, 715
Point St. Iron Works *v.* Turner, 239, 982, 983
Poland *v.* Miller, 766
Polhemus *v.* Heiman, 762*a*, 1060
Polhemus Printing Co. *v.* Hallenbeck, 678
Polhill *v.* Walter, 837
Poli *v.* Numa Block Coal Co., 1355
Polk *v.* Allen, 493
v. Daly, 665, 667
v. Fancher, 360, 373*a*
Pollard *v.* Herries, 700
v. Pollard, 301*c*
v. Porter, 107*c*, 679*a*
Pollard, *Ex parte*, 415
Pollitt *v.* Long, 189, 941
Pollen *v.* LeRoy, 753, 755
Pollock *v.* Coleglazure, 273
v. Ehle, 308
v. Gantt, 44*a*, 127, 378, 682, 1269
v. Maysville & B. S. R. R., 1149
v. Whipple, 685*l*
Polly *v.* McCall, 91
Pomerine Co. *v.* White, 226*f*
Pomeroy *v.* Burnett, 973
v. Smith, 76
Ponce *v.* Smith, 762
Pond *v.* Baker, 497
v. Harris, 240, 607, 629
v. Merrifield, 107*d*
v. Metropolitan El. R. R., 95, 1187, 1190
v. Wyman, 667

Pond-Decker Lumber Co. *v.* Spencer, 846*a*
Ponsonby *v.* Adams, 395
Pontalba *v.* Phœnix Ass. Co., 724
Pontiac *v.* Carter, 1108
Pontifex *v.* Bignold, 100
Pool *v.* Adkisson, 834
v. Devers, 445, 447
v. Southern Pac. R. R., 574*a*
v. Walker, 752
Poole *v.* Falls Road Electric Ry., 1116
v. Mitchell, 931
v. Symonds, 76
v. Whitcomb, 108
Poor *v.* Gibson, 69
Pope *v.* Barrett, 292, 305, 811, 819
v. Benster, 565*d*, 944
v. Campbell, 635
v. Filby, 755
v. Graniteville Mfg. Co., 614
v. Jenkins, 533, 536*a*
v. United States, 999*e*
v. Welsh, 451
v. Western Union Telegraph Co., 880
Pope Metal Co. *v.* Sandoval Zinc Co., 737
Poposkey *v.* Munkwitz, 185, 218, 984, 984*a*
Poppers *v.* Meager, 411, 419
Poppleton *v.* Jones, 312
Pordage *v.* Cole, 636*n*
Pordeaux *v.* Cave, 973
Port *v.* Jackson, 786, 789
Port Blakely Mill Co. *v.* Sharkey, 854
Port Royal *v.* Graham, 337
Porteous *v.* Hazel, 943, 1368
Porter *v.* Allen, 596
v. Botkins, 452
v. Bradley, 970, 975, 979, 988
v. Burkett, 613, 614
v. Dunn, 673*b*
v. D., L. & W. Ry., 43*i*
v. Duval Co., 633*b*
v. Grimsley, 305
v. Hannibal & S. J. R. R., 44, 47
v. Henderson, 449
v. Hildebrand, 873
v. Hopkins, 685*k*
v. Hundred of Regland, 1288
Porter *v.* Johnson, 134
v. Knight, 682, 682*a*
v. Metropolitan Elevated Railway, 1189
v. Midland Ry., 95, 924*a*
v. Munger, 308
v. New England, The, 862
v. Patterson, 311
v. Russek, 306
v. Sayward, 554
v. Seiler, 372
v. Stanley, 692*e*
v. State, 789
v. Travis, 1023
v. Tull, 999*c*
v. Woods, 660, 662, 1039
Porter Needle Co. *v.* National Needle Co., 1224
Porterfield *v.* Bond, 1110
Portis *v.* Merrill, 331
Portland *v.* Lee Sam, 1168
Portland & Rochester R. R. *v.* Deering, 1165*c*, 1169
Portman *v.* Middleton, 153, 240, 618
Portland Bank *v.* Stubbs, 841
Portland Co. *v.* Searle, 752
Portsmouth, City of, 1350
Portsmouth Ins. Co. *v.* Brazee, 713
Portsmouth Sav. Bank *v.* Yeiser, 1016
Portsmouth St. R. R. *v.* Reed, 573*a*
Posey *v.* Garth, 659
v. Mayer, 325
Post *v.* Ætna Ins. Co., 727
v. Campau, 968
v. Doremus, 688
v. Hartford St. Ry., 36*a*
v. Hampshire M. F. I. Co., 726
v. Jones, 599*c*
v. Munn, 171*a*
v. Olmsted, 1367
v. West Shore Ry., 1334
Post Pub. Co. *v.* Butler, 448*a*
v. Hallam, 446
Postal T. C. Co. *v.* Alabama & V. R. R., 1152*a*
v. Barwise, 888
v. Beal, 881*b*
v. Bruen, 1149*b*
v. Coote, 1354
v. Hulsey, 123

[References are to sections]

Postal T. C. Co. *v.* Lathrop, 891
v. Likes, 485
v. Louisville C. O. Co., 891
v. Louisiana W. R. R., 1176
v. Morgan's L. & T. R. R. & S. S. Co., 1165, 1176
v. Nichols, 885
v. Peyton, 1334
v. Schaefer, 875, 885
v. Sunset Const. Co., 881*a*
v. Talerico, 882
v. Terrell, 45*a*, 47, 894
Posthoff *v.* Bauendahl, 431
Poston *v.* Jones, 999*d*
Potapsco *v.* Magee, 538
Potomac, The, 196, 593
Potomac Co. *v.* Union Bank, 339
Potomac Power Co. *v.* Burchell, 410
Potter *v.* Ahrens, 418
v. Chicago & N. W. R. R., 21 Wis. 372; 575
v. Chicago & N. W. R. R., 22 Wis. 615; 1328
v. Froment, 1265
v. Greene, 673*a*
v. Lansing, 554*a*
v. McPherson, 412
v. Mellen, 98
v. Merchants' Bank, 256
v. Metropolitan Ry., 1370
v. Necedah Lumber Co., 439*a*, 439*d*
v. Ocean Ins. Co., 715
v. Providence Washington Ins. Co., 712
v. St. Louis & S. F. R. R., 1367
v. Seale, 1328
v. Taylor, 968, 979
v. Thompson, 1326, 1328, 1330
v. Truitt, 999*e*
v. Western U. T. Co., 894
Potts *v.* Chicago C. Ry., 481, 485
v. Pennsylvania R. R., 1154
v. Western U. T. Co., 894*c*
Potvin *v.* West Bay City Shipbuilding Co., 1359
Poughkeepsie & Eastern Railroad, *In re*, 1185
Poulton *v.* Lattimore, 1038
Pounder *v.* Northeastern Railway, 150
Pounsett *v.* Fuller, 1002, 1004, 1017
Pow *v.* Davis, 236, 837, 838
Powe *v.* Powe, 278
Powel *v.* Hord, 547
Powell *v.* Burroughs, 405, 416, 999*a*
v. Columbia, 1140
v. Hinsdale, 542
v. Horrell, 310*a*
v. Horton, 762
v. Howard, 657
v. Martyr, 310*b*
v. Monson & B. M. Co., 922
v. Nevada C. & O. Ry., 1361
v. Peck, 325
v. Ong, 256
v. Salisbury, 125*a*
v. Smith, 785
v. Trustees of Newburgh, 834
Power *v.* Fleming, 431
v. Harlow, 481
v. Whitmore, 717
Powers *v.* Council Bluffs, 95
v. Manhattan Ry., 363, 1192
v. Maravia, 1349
v. Presgroves, 449
v. Tilley, 504
v. Walker, 612*a*
v. Ware, 86
v. Wheatley, 640*a*
v. Wilson, 673*f*
Praed *v.* Graham, 1326
Prader *v.* Grimm, 236, 685*m*
Prairie Farmer Co. *v.* Taylor, 1061
Pratt *v.* Davis, 171*a*
v. Greenwich & J. Ry., 1365
v. Hampe, 467
v. Hudson R. R. R., 622*b*
v. Manhattan L. Ins. Co., 301
v. Menkens, 1031, 1042
v. Paine, 607
v. Pond, 381, 387
v. S. Freeman & Sons Manuf. Co., 753
Pray *v.* Wasdell, 688*a*
Preble *v.* Bottom, 655*b*
Predmore *v.* Consumers' L. & P. Co., 1367
Prehn *v.* Royal Bank, 171*a*, 622, 707, 1310*a*
Preiser *v.* Weilandt, 43*j*
Prentice *v.* Elliott, 310*a*

[References are to sections]

Prentice *v.* Pickersgill, 1286*b*
Prentiss *v.* Ledyard, 674
v. Shaw, 466
Presbrey *v.* Old Colony & N. R. R., 1172*a*
Prescott *v.* Otterstatter, 993
v. Robinson, 44
v. Tousey, 445
v. Trueman, 967, 970, 973
v. Walton, 1326
President of Newburyport Bank *v.* Stone, 800
President, The, 864
Preslar *v.* Stallworth, 807
Press Pub. Co. *v.* McDonald, 368, 377, 380*a*, 385, 445
v. Monroe, 361, 1246*b*
Presser *v.* Hildenbrand, 1016
Pressman *v.* Mooney, 580
Prestman *v.* Silljacks, 943
Preston *v.* Cedar Rapids, 1177
v. Frey, 451
v. Walker, 345
Prestridge *v.* Irwin, 310
Prestwood *v.* Carlton, 990*e*
v. McGowin, 959
v. Watson, 906, 910
Prettyman *v.* Oregon Ry. & N. Co., 844
Prevo *v.* Lathrop, 324*a*
Prewitt *v.* Southwestern T. & T. Co., 1369
Prewitt-Spurr Mfg. Co. *v.* Woodall, 67*a*
Price *v.* Clapp, 382
v. Deal, 970, 975, 979
v. Eisen, 984, 984*a*
v. Green, 418
v. Great W. Ry., 290
v. High Shoals Mfg. Co., 99, 224
v. Justrobe, 279*b*, 734
v. Keyes, 59
v. Metropolitan St. Ry., 1363
v. Murray, 134, 930
v. Peterson, 311*b*
v. Reeves, 270
v. Reynolds, 1039, 1040
v. Ships Small Damage Ins. Assoc., 716
v. The Uriel, 844
v. Wright, 172
Price & Lucas C. & V. Co. *v.* Haley, 1356
Prickett *v.* Badger, 834*a*
v. Ritter, 999*j*
Pridgen *v.* Andrews, 325
Pridgin *v.* Strickland, 493*a*
Priebe *v.* Mooreland, 226*f*
Priest *v.* Eide, 336
v. Nichols, 214
Priestly *v.* Northern Indiana & C. R. R., 165, 190, 856
Prignitz *v.* McTiernan, 251
Prime *v.* Eastwood, 47, 444*a*
Primrose *v.* Western U. T. Co., 154, 876, 890
Prince *v.* Brooklyn Daily Eagle, 361
v. Conner, 493
v. Socialistic C. P. Assoc., 363
v. State M. L. I. Co., 370, 603
Princeton *v.* Gieske, 1110
Pringle *v.* Spaulding, 1007
Printing Assoc. *v.* Smith, 448, 448*c*
Pritchard *v.* Edison E. I. Co., 948
v. Fox, 762
v. Hewitt, 1368
v. Long, 929
v. Martin, 665, 666, 667, 674
Prichard *v.* Mulhall, 1023
Pritchett *v.* Boevey, 236, 241, 463, 1257
Probate Court *v.* Bates, 57
v. Slason, 106, 692*k*
Probate Judge *v.* Heydock, 692*j*
Proctor *v.* Houghtaling, 451
Procter *v.* Southern Cal R. R., 47
Producers' Oil Co. *v.* Barnes, 1331
Pronskevitch *v.* Chicago & A. Ry., 1309, 1358
Propeller Monticello *v.* Mollison, 67*a*
Property Co. *v.* West, 622
Proprietors of the Quincy Canal *v.* Newcomb, 35
Proprietors of Locks & Canals *v.* Lowell Horse R. R., 240
v. Nashua & L. R. R., 1119, 1154*c*
Proprietors of Mills *v.* Randolph, 1161
Propsom *v.* Leatham, 1348
Prospect Park & C. I. R. R., Matter of, 1185
Prosser *v.* Jones, 121*d*, 151
v. Whitney, 688

[References are to sections]

Proudlove *v.* Twemlow, 61, 990*a*
Prouty *v.* Bell, 1262
v. Lake S. & M. S. Ry., 324*a*
Providence, The, 592, 593
Providence & W. R. R. *v.* Worcester, 1171
Providence Rubber Co. *v.* Goodyear, 1243
Providence-Washington Ins. Co. *v.* Western U. T. Co., 881
Provident S. L. A. Soc. *v.* Johnson, 1335
Prowell *v.* Waterloo, 1347
Prude *v.* Sebastian, 182*b*
Prueitt *v.* Cheltenham Quarry Co., 363*a*, 364, 365, 366
Pruett *v.* Western U. T. Co., 881
Pruitt *v.* Cox, 66, 473, 476
Pruyn *v.* Milwaukee, 326, 337
Pryce *v.* Belcher, 1257
Pryor *v.* Foster, 439*b*, 754, 990*c*
v. Metropolitan St. R. R., 482*a*
Pucket *v.* St. Louis, etc., Ry., 84*a*
Pueblo, City of, *v.* Strait, 1123
Puget Sound Com. Co. *v.* The Taylor, 587
Pugh *v.* McCarty, 449
v. McRae, 551
v. Porter Bros. Co., 822
Pugmire *v.* Oregon S. L. R. R., 1270*a*
Pugsley *v.* Gillespie, 1024
v. Ring, 93
Pujol *v.* McKinlay, 307, 313*a*
Pulaski G. L. Co. *v.* McClintock, 1367
Pulaski Stave Co. *v.* Miller's Creek Lumber Co., 162
Pullen *v.* Boston E. Ry., 172
v. Chase, 302*a*
Puller *v.* Staniforth, 858, 1034
Pulling *v.* Great Eastern Ry., 573
Pullman *v.* Corning, 656, 659
Pullman Co. *v.* Cox, 47, 864
v. Custer, 1342
v. Krauss, 873*a*
v. Pennock, 1342
Pullman P. C. Co. *v.* Barker, 121*b*, 868, 869, 873*a*
v. Bluhm, 221*f*
v. Booth, 873*a*
v. Fowler, 1342
v. King, 865
Pullman P. C. Co. *v.* Gavin, 873*a*
v. Lawrence, 380, 385, 1345
v. Lowe, 873*a*
v. McDonald, 865
v. Matthews, 873*a*
v. Nelson, 873*a*, 1342
v. Pollock, 873*a*
v. Reed, 873*a*
v. Trimble, 864*a*
Pullman Co. *v.* Lutz, 371*a*
Puls *v.* Powelson, 1353
Pumpelly *v.* Green Bay Co., 1107, 1116
v. Phelps, 1011
Pungs *v.* American Brake Beam Co., 316
Punteney-Mitchell Manuf. Co. *v.* T. G. Northwall Co., 772
Purcell *v.* Blannerhassett, 340*a*
v. Daly, 873*b*
v. Lauer, 121*b*, 1367
v. St. Paul C. Ry., 43*h*, 121*b*, 860
v. Wilson, 922
Purdom Naval Stores Co. *v.* Western U. T. Co., 882
Purdy *v.* Philips, 302*a*
Pure Oil Co. *v.* Terry, 691*a*
Puritan Coke Co. *v.* Clark, 752
Pursell *v.* Fry, 314
Pusey *v.* Allegheny, 1120
Puterbaugh *v.* Puterbaugh, 1016
Putnam *v.* Douglas, 1130, 1148
v. Lewis, 301
v. Lomax, 1231
v. Ritchie, 916
v. Wise, 762
Putney *v.* Lapham, 75
Putney Bros. Co. *v.* Milwaukee L. H. & T. Co., 1150
Putz *v.* St. Paul Gas Light Co., 1347
Pye *v.* British Automobile Co., 620*b*
v. Faxon, 927
Pym *v.* Great Northern Ry., 573*a*

Q

Quain *v.* Russell, 1248
Qualy *v.* Johnson, 905, 906
Quarles *v.* George, 737
v. Quarles, 301*c*

Quarman *v.* Burnett, 810
Quay *v.* Duluth, S. I. & A. Ry., 199, 436
Queen *v.* Brown, 1080
v. Cambrian Ry., 1098
v. Doolan, 1067
v. Eastern Counties Ry., 1093, 1108
v. Great Northern Ry., 1096
v. Hubert, 95
v. Metropolitan Board of Works, 1096, 1097
v. Poulter, 1104
v. Vaughan, 1097
Queen, The, 588, 599
Queen City Bank *v.* Brown, 1031
Queen Ins. Co. *v.* Jefferson Ice Co., 302
v. McCoin, 722
Quigley *v.* Central P. R. R., 5 Sawy. 107; 47
v. Central P. R. R., 11 Nev. 350; 359, 481, 1326
v. Pennsylvania R. R., 67
Quill *v.* Southern Pac. Ry., 575
Quillen *v.* Betts, 98, 101
Quin *v.* Bay State Distilling Co., 310, 314
v. Moore, 98, 109
Quinby *v.* Strauss, 439*k*
v. Minn. Tribune Co., 449
Quincy *v.* Jones, 1108
Quincy Coal Co. *v.* Hood, 575
Quincy, M. & P. R. R. *v.* Ridge, 1140
Quinn *v.* Baldwin Star Coal Co., 685*b*
v. Chicago, M. & St. P. Ry., 942
v. Lloyd, 271
v. Long Island R. R., 481
v. O'Keefe, 1354
v. Scott, 448*a*
v. Silka, 685*k*
v. South C. Ry., 360, 380
v. Van Pelt, 30, 831
Quinnipiac Brewing Co. *v.* Hackbarth, 691
Quint *v.* Dimond, 937
Quirk *v.* Siegel-Cooper Co., 1356
Quivey *v.* Hall, 334

R

R. F. Scott Grocery Co. *v.* Kelly, 565*a*, 565*c*
R. H. White Co. *v.* Jerome H. Remick & Co., 636*g*
R. J. Menz Lumber Co. *v.* McNeeley, 734
Rabb *v.* Patterson, 908
Rabboni, The, 597*a*
Rabe *v.* Schoenberger Coal Co., 925
Rabinowitz *v.* Cohen, 446
Racine *v.* Erie R. R., 1367
Radcliff *v.* Brooklyn, 1108, 1113, 1115, 1182, 1185
Rader *v.* Yeargin, 692*j*
Radley *v.* Seider, 1256
Radloff *v.* Haase, 106
Radjaviller *v.* Third Ave. R. R., 1353
Raeside *v.* Hamm, 772
Rafferty *v.* Buckman, 583, 1248
v. Davis, 909*a*
v. Erie R. R., 1367
Ragan *v.* Kansas City & S. E. R. R., 1140, 1151, 1171
Ragland *v.* Conqueror Zinc Cos., 616
v. Norfolk & Washington (D. C.) Steamboat Co., 1342
Ragsdale *v.* Ezell, 1345
Rahm *v.* Deig, 156, 734
Rahway *v.* Crowell, 692*b*
Rail *v.* Little Falls Lumber Co., 750
Railey *v.* Hopkins, 564, 565
Railroad *v.* Androscoggin Mills, 846
v. Berry, 873
v. Cabinet Co., 419, 856*a*
v. Cable Co., 1149
v. Combs, 1134, 1293
v. Foreman, 1144
v. Fox, 1130
v. Fraloff, 851
v. Freeman, 1154
v. Gesner, 331*a*
v. Holmes, 318
v. Hughes, 1143
v. Hutchins, 504, 934
v. Keith, 226*a*
v. Kirby, 1130
v. Lackland, 235*a*
v. Levy, 878

[References are to sections]

Railroad *v.* Linthicum, 574*a*
v. Littler, 1154
v. Lockwood, 268
v. O'Connor, 1141
v. Pratt, 846
v. Reeves, 119
v. Roberts, 368
v. Root, 1244
v. Sav. Union, 1155
v. Simon, 851
v. Southern S. & C. Co., 161
v. Smith, 647*a*
v. Telegraph Co., 1149
v. Trustees, 221
v. Turrill, 1244
v. Tyree, 1144, 1162
v. Wyrick, 573*a*
Railway Advertising Co. *v.* Standard R. C. Co., 178 N. Y. 570; 636*c*
v. Standard R. C. Co., 83 App. Div. 191; 608
Raines *v.* Calloway, 975
v. New York Press Co., 384*a*
Rainey *v.* Hinds County, 1123
v. Kemp, 383*b*
Rains *v.* Herring, 565*c*
v. St. Louis, I. M. & S. Ry., 573, 575
Rajnowski *v.* Detroit, B. C. & A. R. R., 117
Raleigh & A. L. R. R. *v.* Wicker, 1148, 1165
Raleigh L. Co. *v.* Wilson, 1059
Rall *v.* Cook, 82, 1069
Ralli *v.* New York & T. S. S. Co., 590, 596
v. Rockmore, 636*b*, 737
Ralph *v.* Eldridge, 789
Ralph B. Carter Co. *v.* Fischer, 212*b*
Ralston *v.* Bank of California, 492*b*, 517
v. The State Rights, 364, 587
v. Wood, 797
Ramish *v.* Kirschbraun, 735*c*
Ramlose *v.* Dollman, 419
Ramsay *v.* Davis, 1286*b*
v. Gardner, 834
v. Meade, 625
v. People, 692*f*
Ramsey *v.* Holmes Electric Protective Co., 633
Ramsey *v.* Hurley, 256
v. Maberry, 611
v. Perth Amboy S. & E. Co., 205
v. Wallace, 959
Ramsden's Case, 1260
Ranck *v.* Albright, 664, 673*e*
v. Cedar Rapids, 1169
Rand *v.* Barrett, 334
v. Boston, 1119
v. Butte E. Ry., 1345
v. White M. R. R., 736, 753
v. Webber, 1053
Randall *v.* American F. I. Co., 724
v. Carpenter, 237, 685*l*
v. Duff, 304
v. Evening News Assoc., 445, 451
v. Greenhood, 293, 545
v. Newson, 124, 164*a*, 765
v. Raper, 191, 768
v. Sprague, 857
v. Western U. T. Co., 894*b*
Randell *v.* Mallett, 973, 974
v. Trimen, 239*a*, 837
v. Wheble, 547
Randleman *v.* Taylor, 534
Randolf *v.* Bloomfield, 948
Randolph *v.* People, 334
v. Town Site, 331*a*
Randon *v.* Barton, 516*c*, 734, 745
Raney *v.* Baron, 688
Rangenier *v.* Seattle Electric Co., 1356
Ranger *v.* Hearne, 745
Rank *v.* Rank, 1261
Rankin *v.* Harper, 1048
v. Mitchell, 493
v. Pacific R. R., 854
v. Pittsburg, 1151
Ranlet *v.* Concord R. R., 1168
Rannels *v.* Washington Univ., 922
Ransberry *v.* North American Transp., etc., R. R., 864
Ransom *v.* Cobb, 334
v. Halcott, 550
v. McCurley, 346
v. New York, 1229
v. New York & E. Ry., 481
Ransone *v.* Christian, 49 Ga. 491; 452
v. Christian, 56 Ga. 351; 96
Rantz *v.* Barnes, 36*a*
Rany *v.* Governor, 692*b*

[References are to sections]

Rapelie *v.* Emory, 311*a*
Raphel *v.* Burt, 774
Rapid Transit Ry. *v.* Allen, 172, 1262
v. Smith, 123
Rapson *v.* Cubitt, 482, 810
Rash *v.* Jenne, 959
Ratcliff *v.* Baird, 673
Ratliff *v.* Huntley, 364, 366
Ratteree *v.* Chapman, 316
Rau *v.* Minn. V. R. R., 70
Raupman *v.* Evansville, 237
Ravenscroft *v.* Eyles, 544, 605
Raver *v.* Webster, 683
Rawitzer *v.* St. Paul City Ry., 1372
Rawlings *v.* Adams, 681
v. Anheuser-Busch Brewing Assoc., 334
v. Clyde, P. & M. R. R., 121*b*
v. Morgan, 999*h*
v. Wabash R. R., 864
Rawlins *v.* Vidvard, 1254
Rawls *v.* American M. L. I. Co., 729
Rawson *v.* Clark, 655*c*
v. Dole, 552, 553, 554
v. Grow, 302*a*
v. Leggett, 1337
v. Pratt, 990*e*
v. Samuel, 1031
Rau *v.* Haines, 673*a*
v. Justices, 692*k*
v. Light, 256
Raybourn *v.* Ramsdell, 993
Rayburn *v.* Central Iowa Ry., 1355
v. Comstock, 614
v. Day, 298
Raymond *v.* Andrews, 909, 910
v. Cooper, 789
v. Edelbrock, 413
v. Green, 237, 682*a*
v. Isham, 308, 311
v. Keseberg, 172
v. McKinney, 340*b*
v. Traffarn, 1260
v. Williams, 310
v. Yarrington, 632
Raymore Realty Co. *v.* Pfotenhauer-Nesbit Co., 742
Rayner *v.* Clark, 678
v. Jones, 606*a*, 611, 734
v. Kinney, 447
Rayner *v.* Nims, 365, 384*a*
v. Valentin Blatz Brew. Co., 182, 182*b*, 189, 987
Razzo *v.* Varni, 941, 1293
Raynolds *v.* Vinier, 1335
Raynowski *v.* Detroit B. C. & A. R. R., 1303
Rea *v.* Harrington, 360, 377, 385, 443
v. Minkler, 970
v. Rea, 921
v. St. Louis S. W. Ry., 1270*a*
Rea-Patterson Mill Co. *v.* Myrick, 1331
Reab *v.* M'Alister, 298, 1039
v. Moor, 673*f*
Read *v.* Brooklyn Heights R. R., 574
v. Great Eastern Ry., 571*c*
v. Mutual Safety Ins. Co., 719
v. Spaulding, 119, 119*d*
Reade *v.* Street, 334
Readfield *v.* Shaver, 629*e*
Reading *v.* Commonwealth, 946
v. Donovan, 199
v. Pennsylvania R. R., 226*f*
Reading & P. R. R. *v.* Bathasar, 331*a*
Reading Ins. Co. *v.* Egelhoff, 722
Reading Stove Works *v.* Howes, 1246*c*
Readington *v.* Dilley, 1167
Reagan R. B. Co. *v.* Dickson C. W. Co., 742*a*
Ream *v.* Watkins, 667
Reamer *v.* Morrison Exp. Co., 1326
Reardon *v.* San Francisco, 1118
Rearick *v.* Wilcox, 448*b*
Reason *v.* Wirdnam, 805
Reaves *v.* Anniston Knitting Mills, 43*g*
Reba, The, 587
Rebecca, The, 594
Rebecca Clyde, The, 336
Recohs *v.* Younglove, 976
Rectenbaugh *v.* Northwestern Port Huron Co., 240
Rector *v.* Mark, 340
Rector-Wilhelmy Co. *v.* Nisson, 1298
Red *v.* Augusta, 183
Reddin *v.* Gates, 41, 386, 489
Redding *v.* Godwin, 257, 778, 1030
Reddington *v.* Gilman, 344
Redfern *v.* Smith, 950
Redfield *v.* Bartels, 340
v. Haight, 789, 793*a*, 804

[References are to sections]

Redfield *v.* Oakland Consol. St. R. R., 577, 1367
v. Redfield, 360, 365, 1345
v. Ystalyfera Iron Co., 335, 340
Redington *v.* Nunan, 226*c*
v. Pacific P. T. Co., 876
v. Postal T. C. Co., 892
Redmond *v.* American Mfg. Co., 538
Redon *v.* Caffin, 188, 932
Red River & L. W. R. R. *v.* Sture, 1156
Redwood *v.* M. R. R., 360
Reece *v.* Knott, 334
Reed *v.* Bias, 265, 929*a*
v. Chicago, M. & S. P. R. R., 1151
v. Chicago, R. I. & P. R. R., 171, 171*a*
v. Chicago, St. P., M. & O. Ry., 1350
v. Clark, 638, 638*b*, 640*a*
v. Davis, 930*a*
v. Detroit, 221*b*
v. Ford, 43*g*
v. Hamilton, 966, 973
v. Hanover B. R. R., 331*a*, 1151
v. Hayt, 751
v. Holloway, 777
v. Jones, 339*a*
v. Keith, 363
v. Lawrence, 1231, 1243
v. McConnell, 613, 1294
v. New York & R. Gas Co., 378, 380, 929, 1334
v. Norris, 801
v. Ohio & M. Ry., 253
v. Paul, 972
v. Pierce, 973, 979
v. Price, 69
v. Queen Anne's R. R., 574*a*
v. Reed, 339*a*
v. Rodgers, 317
v. Rome, W. & O. R. R., 1208
v. Vastine, 363*a*
v. Wall, 1160
v. Ward, 999*b*
v. Western U. T. Co., 892
Reed Lumber Co. *v.* Lewis, 152, 156
Reed's Petition, 1173
Reeder *v.* Purdy, 41 Ill. 279; 70
v. Purdy, 48 Ill. 261; 363, 365, 372
Reeder *v.* Trullinger, 1021
Reems *v.* New Orleans G. N. R. R., 1352
Reeks *v.* Seattle Electric Co., 1356
Rees *v.* Peltzer, 685*m*
Reese *v.* Gordon, 695
v. McQuilkin, 959, 960
v. Miles, 762
v. Rutherford, 324*a*
v. Smith, 977
v. Stearns, 270
v. Western U. T. Co., 45*a*, 894
Reeve *v.* Gallivan, 737
Reeves *v.* Andrews, 107*d*
v. Cress, 734
v. John, 565
v. Lane, 343
v. McComeskey, 999*c*
v. Penrose, 363*a*, 383*b*
v. Pulliam, 807
v. Stipp, 331, 411
v. Toronto, 1110
v. Winn, 377, 385, 445
Regan *v.* New York, N. H. & H. R. R., 67*a*, 315, 317, 318
Regensperger *v.* Kiefer, 364, 448*d*
Regent's Canal Co., 1082
Reger *v.* Rochester R. R., 1367
Reget *v.* Bell, 1252
Reggio *v.* Braggiotti, 236, 238, 241, 762, 773, 982
Regina *v.* Fall, 103, 109
v. Grand Trunk R. R., 330
v. Henderson, 338
v. Justices of West Riding, 1368
v. Pearce, 1090
Regina M. B. Co. *v.* Otto, 1243
Regis P. Co. *v.* Santa Clara L. Co., 636*j*
Regor *v.* Rochester Ry., 1372
Reiber *v.* Butler, etc., R. R., 1161
Reichenbach *v.* Sage, 419
Reichert *v.* Blackenstross, 942
Reid *v.* Dunklin, 556
v. Fairbanks, 499, 506*a*
v. Furnival, 703
v. Johnson, 626
v. Rensselaer Glass Factory, 312
v. Terwilliger, 1254
Reidhar *v.* Berger, 467
Reiger *v.* Worth, 191, 764, 768

[References are to sections]

Reilly *v.* Connors, 646
v. Ft. Dodge, 1112*a*
v. Jones, 410, 414
Reilley *v.* McMinn, 406
Reilly *v.* Manhattan R. R., 1205*c*
v. Sicilian Asphalt Paving Co., 85*c*
Reindel *v.* Schell, 408, 1274
Reiner *v.* Jones, 991
Reisan *v.* Mott, 456
Reisenberg *v.* New York City Ry., 1334
Reisert *v.* New York, 948
Reisner *v.* Atchison U. D. & R. R., 1148, 1154
Reiss *v.* New York Steam Co., 128 N. Y. 103; 316
v. New York Steam Co., 59 N. Y. Super. Ct. 57; 318, 319
v. Wilmington City Ry., 484
Reitenbaugh *v.* Ludwick, 514
Reiter *v.* Morton, 193
Reiter-Conley Mfg. Co. *v.* Hamlin, 574*a*
Reizenstein *v.* Clark, 382
Relf *v.* Rapp, 851
Reliance L. Co. *v.* Western U. T. Co., 881
Relyea *v.* New Haven Rolling Mill Co., 1068
Remelee *v.* Hall, 90, 636*g*, 666
Remington *v.* Eastern R. R., 308*a*
v. Kirby, 363
Remmers *v.* Seky, 673*d*
Remy *v.* Olds, 636*d*
Rend *v.* Boord, 308*a*, 310
Rendall *v.* Hayward, 1368
Renfro *v.* Hughes, 55, 494, 515
Renick *v.* Orser, 553, 554
Renihan *v.* Wright, 45
Renkert *v.* Elliott, 370, 681*a*, 683
Renn *v.* Spiers, 675*a*
Renne *v.* U. S. Leather Co., 1357
Rennell *v.* Kimball, 341
Renner *v.* Canfield, 43*f*
Reno *v.* Kingsbury, 535, 537, 538
v. Mendenhall, 999*b*
Reno, The, 589
Rens *v.* Grand Rapids, 1042
Rensselaer Glass Factory *v.* Reid, 283, 296
Renwick *v.* Davenport R. R., 1148, 1154, 1157
Redpath *v.* Western U. T. Co., 876
Reporters' Assoc. *v.* Sun P. & P. Assoc., 1261
Republican Pub. Co. *v.* Conroy, 364
v. Mosman, 443, 448*c*, 451
Respectable A. I. F. R. Association *v.* Eagleson, 325
Respini *v.* Porta, 999*b*
Respublica *v.* Mitchell, 338
v. Nicholson, 336
Ressegiew *v.* Sioux City, 1112*a*
Resser *v.* Carney, 977
v. Corwin, 999*f*
Retan *v.* Lake Shore & M. S. Ry., 1326
Revell *v.* Smith, 685*j*
Rex *v.* Gill, 118
v. Merchants' Ins. Co., 725
v. Mountford, 1098, 1102
v. Sedger, 1171*c*
v. Young, 1160*a*
Rexford *v.* Comstock, 308*a*
v. Knight, 1187
Rexter *v.* Starin, 226*j*
Reyenthaler *v.* Philadelphia, 1163
Reynolds *v.* Braithwaite, 226*g*, 363*a*, 366, 941
v. Bridge, 416, 418
v. Callender, 751
v. Chandler R. Co., 224
v. Cox, 1028, 1053
v. Dickson, 1032
v. Franklin, 778, 1030
v. Jones, 85
v. Jourdan, 655*b*
v. Levi, 607
v. Manhattan Trust Co., 733*a*
v. Mardis, 310*a*
v. Narragansett E. L. Co., 574*a*
v. Ocean Ins. Co., 711
v. Reynolds, 909*a*
v. Robinson, 664*a*, 671
v. Shuler, 55
v. Smith, 1346
v. Tucker, 448*c*
v. Williams, 931
Rhemke *v.* Clinton, 76, 296, 317
Rhea *v.* Swain, 959
Rheinfeldt *v.* Dahlman, 497
Rhey *v.* Ebensburg & S. P. R. Co., 627
Rhind *v.* Freedley, 734

[References are to sections]

Rhine *v.* Morris, 107*d*
Rhinelander *v.* Pennsylvania Ins. Co., 711
Rhinesmith *v.* Erie R. R., 485*a*
Rhoda *v.* Alameda County, 944
Rhoades *v.* Chesapeake & O. Ry., 666
v. Selsey, 289
Rhoads *v.* Chicago & A. Ry., 584*a*
v. Woods, 78
Rhodes *v.* Airedale D. Comrs., 1090
v. Auld, 685*h*
v. Baird, 188, 988, 988*a*
v. Burkart, 689*a*
v. Cleveland Rolling Mill Co., 636*a*, 636*c*, 753
v. Clute, 655
v. Granby Cotton Mills, 366
v. Rodgers, 386
v. Sperry & Hutchinson Co., 1343
Rhode Island, The, 2 Blatch. 113; 593
Rhode Island, The, Olcott, 505; 592
Rhode Island, The, 1 Abb. Adm. 100; 593
Rhys *v.* Dare Valley Ry., 331*a*
Ribich *v.* Lake Superior Smelting Co., 1359
Rice *v.* Ashland County, 305
v. Baker, 988
v. Baxendale, 844
v. Boston, P. & S. A. Soc., 301*c*
v. Casselis, 536
v. Coolidge, 1261
v. Cook, 685*a*
v. Cottrel, 448*a*, 448*d*
v. Council Bluffs, 47
v. Crescent City R. R., 570
v. Danville, L. & N. T. R. R., 1138*a*
v. Des Moines, 228
v. Dudley, 999*f*
v. Forsyth, 760
v. Goddard, 1053
v. Hollenbeck, 499, 934
v. Indianapolis & St. L. R. R., 844
v. Manley, 246, 739
v. Nickerson, 469
v. Olin, 1030
v. Ontario Steamboat Co., 274, 845
v. Partello, 655*b*
v. Reece, 1348
v. Rice, 13 Ind. 562; 688
Rice *v.* Rice, 104 Mich. 371; 171*a*, 480*b*
v. Shealy, 346
v. Whitmore, 191, 984
Rich *v.* Bell, 554
v. Johnson, 301*b*, 966, 981
v. New York El. R. R., 1198*b*
v. Rich, 101, 107*a*
v. Seneca Falls, 346
v. Smith, 762
v. Western U. T. Co., 894
Rich G. D. Co. *v.* Western U. T. Co., 889
Richard *v.* Bent, 968, 979
v. Shaw, 734
Richard Liford's Case, 1034
Richards *v.* Citizens' Natural Gas Co., 320
v. Edick, 410, 417, 679, 1024
v. Gilmore, 549
v. Green, 685*g*, 685*j*
v. Iowa H. Co., 979
v. McPherson, 328
v. Morse, 686
v. New York, N. H. & H. R. R., 107*c*
v. Rose, 1308
v. Sandford, 1368
v. Shaw, 1059
v. Westcott, 873
v. Whittle, 789
Richardson *v.* Allen, 685*a*, 685*j*
v. Ashby, 256
v. Atlantic C. L. R. R., 366
v. Barker, 450
v. Campbell, 331
v. Centerville, 1149
v. Chasen, 1257
v. Chynoweth, 164, 742
v. Diss, 325
v. Dorr, 973
v. Dunn, 241*a*, 829
v. Eagle M. Works, 90, 666
v. Flournoy, 301
v. Futrell, 278
v. Gordon, 999*f*
v. Hartman, 667
v. Huston, 383*c*
v. Jankofsky, 565
v. Jones, 107*a*

[References are to sections]

Richardson *v.* Levee Commissioners, 1123
v. McFadden, 774
v. Mason, 762
v. Mellish, 665
v. Missouri F. B. Co., 1371
v. Nelson, 486*b*
v. Northrup, 191, 434, 937
v. Nourse, 717
v. Parrott's Heirs, 310
v. People's Nat. Bank, 689
v. Presnall, 705
v. Richardson, 678
v. Roberts, 452
v. Robertson, 1074
v. St. Louis & H. Ry., 1357
v. Sanborn, 695, 1050
v. Scott's Bluff County, 673*c*
v. Sioux City, 1172*a*
v. State, 692*f*
v. Vt. Central R. R., 1108, 1115
v. Webster City, 932, 1148
v. Wilmington & W. R. R., 370
v. Woehler, 407
Richey *v.* Union C. L. I. Co., 193*a*, 208, 834*c*
Richey & Gilbert Co. *v.* Northern Pac. Ry., 843*a*
Richland County *v.* Owen, 692*a*
Richman *v.* Richman, 676
Richmond *v.* Ames, 968, 970, 982, 983
v. Bronson, 246, 295, 317
v. Chicago & W. M. Ry., 574*a*
v. Dubuque & S. C. R. R., 613
v. Irons, 340*a*
v. Roberts, 637, 638, 1328
v. Shickler, 370, 1251, 1254
v. The D. & S. C. R. R., 636*n*
v. Union Steamboat Co., 853
Richmond & D. R. R. *v.* Allison, 485*a*, 860
v. Chamblin, 1169
v. Chandler, 1296
v. Elliott, 172, 180*a*, 860
v. Freeman, 571*b*, 578
v. Greenwood, 368
v. Jefferson, 1342
v. Norment, 47
v. Payne, 851
v. Trousdale, 854
Richmond & I. C. Co. *v.* Richmond, N. I. & B. R. R. R., 308*a*, 340*a*
Richmond & L. T. R. Co. *v.* Madison County Fiscal Ct., 1173
v. Rogers, 1169
Richmond & P. E. R. R. *v.* Seaboard A. L. R. R., 253, 1161
Richmond County *v.* Wandel, 692*f*
Richmond County Soc. *v.* New York, 314
Richmond Gas Co. *v.* Baker, 43*j*, 485
Richmond Hosiery Mills *v.* Western U. T. Co., 107*a*
Richmond R. & E. Co. *v.* Bowles, 486
v. Garthright, 481
Richner *v.* Plateau L. S. Co., 742
Richter *v.* Meyers, 614
Ricker *v.* Metropolitan Railway, 1092
Rickert *v.* Snyder, 953, 966, 976, 982, 983
Ricket *v.* Met. R. R., 1090, 1092, 1093, 1094, 1097, 1105, 1169
Ricketts *v.* Chesapeake & O. R. R., 380, 860
v. Lostetter, 988, 988*a*
v. Western U. T. Co., 894*d*
Rickey *v.* Tenbroeck, 755
Rickmers, The, 597*a*
Ricks *v.* Yates, 666
Riddel *v.* School District, 692*b*
v. Cheadle, 685*k*
v. Delaware County, 932
v. Driver, 499
v. Gage, 1050
v. McGinnis, 47, 473, 1340
Riddlesbarger *v.* McDaniel, 685*g*, 685*h*
Rideau *v.* Bornet, 492*b*
Ridenhour *v.* Kansas City C. Ry., 41, 47, 485
Rider *v.* Kelley, 746
v. Pond, 622*a*
v. Stryker, 1166*e*
Ridgeway D. & E. Co. *v.* Pennsylvania Cement Co., 752
Ridgely *v.* Bond, 17 Md. 14; 363*a*
v. Bond, 18 Md. 433; 929
Ridgley *v.* Mooney, 753
Ridgway *v.* Hungerford Market Co., 674
Ridley *v.* Seaboard A. L. R. R., 95

[References are to sections]

Ridpath *v.* Merriam, 685*c*
Riech *v.* Bolch, 151, 674
Ried *v.* Fairbanks, 493
Riewe *v.* McCormick, 358
Rigdon *v.* Temple W. W. Co., 121*d*
Rigge *v.* Burbidge, 1072
Rigg *v.* Parsons, 950
Riggs *v.* Horde, 673*f*
v. Lindsay, 700, 834
Righter *v.* Clark, 734, 739
v. Phila., 1177
Rightmire *v.* Hirner, 670
Rigney *v.* Chicago, 1121
Riker *v.* Clopton, 1335
Riley *v.* Black, 614
v. Hale, 987, 988
v. Halifax Corporation, 932
v. Iowa Falls, 1347
v. Lidtke, 486*a*
v. Littlefield, 536, 540
v. Martin, 317, 493
v. Nugent, 1326
v. Ocean Ins. Co., 716
v. Riley, 311*e*
v. Salt Lake R. T. Co., 1367
v. West V. C. & P. Ry., 47
Rilling *v.* Thompson, 325
Rime *v.* Rater, 637, 638, 638*b*
Rindskopf *v.* Farmers' Loan & Trust Co., 956
Rineer *v.* Collins, 1009
Rinehart *v.* Olwine, 756
Riney *v.* Hill, 339*a*, 695*b*
Ring *v.* Pugsley, 944
Ringgenberg *v.* Hartman, 691*a*
Ringgold *v.* Haven, 844
Ringhouse *v.* Keener, 914, 917, 918
Ringle *v.* O'Matthiessen, 678
Ringo *v.* Biscoe, 302*a*
Rinker *v.* Lee, 691*a*
Rio Grande R. R. *v.* Cross, 324*a*
Rio Grande Western Ry. *v.* Rubenstein, 482*a*
Rios *v.* Azcuenaga, 633*e*
Ripka *v.* Sergeant, 74, 99
Ripley *v.* Davis, 493
v. Eady, 676, 679*a*
v. Great Northern Ry., 1080, 1085
v. McClure, 636*a*
v. Mosely, 803, 806
Ripon *v.* Bittel, 485*a*
Rippe *v.* Chicago, R. R., 1171*b*
Rippey *v.* Miller, 318, 362
Ripy *v.* Less, 934
Risher *v.* Aeken Coal Co., 93
Risley *v.* Andrew County, 302, 337
Riss *v.* Messmore, 316, 766
Ristine *v.* Blocker, 378
Ritchie *v.* Anderson, 636*n*
v. Bennett, 651
v. Carpenter, 334
v. Mauro, 1285
v. Stenius, 449
Rittel *v.* E. E. Southern Iron Co., 1357
Rittenhouse *v.* Ind. L. of Telegraph, 228*c*, 882
Ritter *v.* Sieger, 924*a*
Rittler *v.* Smith, 729
Rival, The, 587
Riverton Ferry Co. *v.* McKeesport & D. B. Co., 1169
Rives *v.* Columbia, 1130, 1140
Rivet *v.* George M. Murrell P. & M. Co., 1286*b*
Rivinus *v.* Langford, 497
Rix *v.* Mutual Ins. Co., 720
v. Smith, 311*b*
v. Strauts, 345
Rizer *v.* Callen, 797
Roach *v.* Brannon, 565*c*
v. Caldbeck, 386, 489, 490
v. Houston, 537
v. Jenks, 311*d*
v. Kelly, 1255
v. Thompson, 705
Road Com'rs. *v.* Hudson, 337
Roades *v.* Larson, 487*a*
Roake *v.* Sullivan, 976
Roan *v.* Holmes, 921
Robb *v.* Carnegie Bros. & Co., 32, 191, 937, 947
v. Maysville & Mt. Sterling T. R., 1171
Robbins *v.* Carll, 308*a*
v. Cheek, 339
v. Firemen's Fund Ins. Co., 726
v. Hudson River R. R., 1369
v. Illinois Watch Co., 1230
v. Laswell, 303
v. Lincoln County, 337

[References are to sections]

Robbins *v.* Long, 678
v. Packard, 256
v. Milwaukee & Horicon R. R., 1148
v. St. Paul R. R., 1151, 1155
v. Scranton, 1120
v. Walters, 537
v. Westmoreland Coal Co., 301*b*
Robel *v.* Chicago, M. & St. P. Ry., 575
Robert Graham Dun, The, 1353
Robert R. Sizer *v.* Dopson, 1261
Roberts *v.* Beatty, 279, 279*c*
v. Benjamin, 737
v. Berdell, 257
v. Boston, 1295
v. Brown County, 1130, 1148
v. Carter, 761, 762
v. Cole, 191
v. Crowley, 667
v. Donovan, 1031
v. Druillard, 637*a*
v. Fahs, 685*g*
v. Fleming, 772
v. Graham, 1267
v. Hyde, 1261
v. Kain, 497*f*
v. Levy, 970
v. Lovitt, 688*a*
v. McFaddin, 1012*a*
v. Marston, 972
v. Mason, 234, 359, 386
v. Massay, 340
v. Minneapolis Threshing M. Co., 107*a*, 109
v. Richmond & D. R. R., 435
v. St. Louis M. L. I. Co., 908
v. Smith, 325
v. Tennell, 999*e*
v. Thomas, 557
v. Warner, 688*a*
v. Wheelen, 334
v. White, 680, 685*a*
v. Wilcoxson, 308
Roberts, Wicks & Co. *v.* Lee, 742*a*
Robertson *v.* Atlantic M. I. Co., 710
v. Blake, 1215
v. Conklin, 385
v. County Com'rs., 692*i*
v. Davenport, 1066
v. Dumaresq, 1014, 1018
Robertson *v.* Gentry, 109
v. Grand Rapids, 425
v. Green, 317
v. Halton, 777
v. Jones, 935
v. Knapp, 1295
v. Lemon, 238, 959, 982, 983
v. Maxcey, 977, 799
v. Morgan, 805
v. National S. S. Co., 226*k*
v. Parrish, 345
v. Robertson, 685*h*
v. Smith, 685*k*
v. Waltrip, 325
v. Wylde, 378
Robeson *v.* Whitesides, 410
Robey *v.* Turner, 692*d*
Robichaud *v.* Maheux, 487*a*
Robins *v.* Prior, 301, 308*a*
Robinson *v.* Ayer, 740
v. Barrows, 317, 493
v. Bierce, 980
v. Bland, 4, 284, 698, 1036
v. Boyd, 439*k*
v. Bullock, 614, 742*a*
v. Burton, 360, 376
v. Campbell, 901
v. Cathcart, 410
v. Corn Exchange Insurance Co., 296
v. Craver, 638*a*, 638*b*
v. Crawford, 834
v. Ensign, 76
v. Evening Post Pub. Co., 448*a*
v. Ferguson, 261
v. Goings, 361, 378
v. Hall, 273
v. Harman, 30, 1002, 1018
v. Hartridge, 493
v. Heard, 1012, 1023
v. Helena L. & Ry., 485, 1306
v. Hurley, 493
v. Hyer, 162, 734
v. International L. I. Soc., 278
v. Kime, 930*a*
v. Kinne, 1293
v. Kinney, 325
v. Mace, 1067
v. Mansfield, 567
v. Marchant, 1274

[References are to sections]

Robinson *v.* Marino, 1360
v. Merchants' D. T. Co., 317
v. Noble, 858
v. Norwood Borough, 1154*c*
v. Plimpton, 688
v. Potter, 668
v. Raynor, 651, 761
v. Richards, 527
v. Robinson, 1 Duv. 162; 1138*a*
v. Robinson, 29 Eng. L. & Eq. 212; 622*b*
v. Rupert, 487, 487*a*
v. St. Louis & S. F. R. R., 1355
v. St. Mathews, 47
v. Sanders, 674
v. Shanks, 942
v. Shatzley, 101
v. Sherman, 804
v. Shirreff, 556
v. South Chester, 1142
v. Stewart, 314*a*
v. Stimer, 47
v. Superior R. T. Ry., 387, 865
v. Varnell, 633*b*
v. Waupaca, 1368, 1371
v. Western U. T. Co., 45, 46*a*
Robinson's Settlements, *In re*, 1105
Robrecht *v.* Marling, 185, 607*b*
Robson *v.* Godfrey, 655
Roby, The, 594
Roche *v.* Redington, 1348
Rocheleau *v.* Boyle, 497*f*
Rochester *v.* Montgomery, 241
v. Randall, 692*d*
Rochester, Matter of, 1165*a*, 1208
Rochester & H. V. R. R. *v.* Myers, 1167
Rochester & S. R. R. *v.* Budlong, 1185, 1208
Rochester Lantern Co. *v.* Stiles & P. P. Co., 153, 226*g*
Rochette *v.* Chicago, M. & St. P. Ry., 1115
Rock *v.* Denis, 43*f*
Rock Island & P. R. R. *v.* Leisy Brewing Co., 1171*b*
Rockefeller *v.* Merritt, 778
v. Donnelly, 792
Rockford, R. I. & St. L. R. R. *v.* Beckemeier, 630
v. Delaney, 575
Rockford, R. I. & St. L. R. R. *v.* Lynch, 218
v. McKinley, 1165
v. Sage, 673*e*
Rockingham M. F. I. Co. *v.* Bosher, 120
Rockland Water Co. *v.* Tillson, 88, 93*a*, 925
Rockwell *v.* American L. B. Co., 610
v. Daniels, 1067
v. Eldred, 47, 484
Rockwood *v.* Allen, 29
v. Robinson, 72, 926
Rocky Mountain N. P. Co. *v.* Fridborn, 448*c*
Rodemer *v.* Hazelhurst, 655*b*
Rodenbach's Appeal, 311*b*
Rodes *v.* Bronson, 270
v. Commonwealth, 692*b*
Rodgers *v.* Bailey, 171*a*
v. Bass, 278
v. Clement, 310*a*
v. Ferguson, 32 Tex. 533; 564
v. Ferguson, 36 Tex. 544; 363*a*, 365
v. Flick, 932
Rodman *v.* Hedden, 785, 786, 797
v. Woolman, 673*a*
Rodney *v.* St. Louis, S. W. Ry., 1357
Rodoconachi *v.* Milburn, 243*a*, 844
Roe *v.* Jerome, 695
v. Metropolitan St. Ry., 1360
Roebling *v.* Lock Stitch Fence Co., 636*c*
Roeder *v.* Brown, 334
Roehm *v.* Horst, 636*d*, 636*e*, 636*f*, 758
Roemer *v.* Simon, 1233
Roenbeck *v.* Brooklyn Heights R. R., 1364
Roethke *v.* P. B. Brewing Co., 1045
Rogan *v.* Illinois Sav. Bank, 334
v. Wabash R. R., 851
Roger *v.* Rochester R. R., 575
Rogers *v.* Ackerman, 1296
v. Beard, 196
v. Bemus, 190, 645
v. Burns, 334
v. Coal, R. B. & D. Co., 93
v. Coleman, 676
v. Colt, 301
v. Crombie, 260
v. Davidson, 607
v. Fales, 565

Rogers *v.* Golson, 961
v. Hastings & D. Ry., 673*e*
v. Henry, 388, 449
v. Humphrey, 1059
v. Lee County, 334
v. McDowell, 565*a*
v. McGuffey, 989
v. Manhattan Life Insurance Co., 302
v. Mann, 1347
v. Mechanics' Ins. Co., 1310
v. O'Barr, 361
v. Orion, 226*f*, 486
v. Parham, 665
v. Priest, 311*e*
v. Randall, 944
v. Rio Grande Western Ry., 576
v. Sample, 331, 411
v. Smith, 703
v. Spence, 350
v. State, 692*e*
v. West, 295
v. Wiley, 828
v. Yarrell, 314*b*
Rohr *v.* Anderson, 1285
v. Kindt, 1020
Rohrschneider *v.* Knickerbocker L. I. Co., 439*c*
Rohwer *v.* Chadwick, 685*c*
Roles *v.* Rosewell, 675*d*
Rolfe *v.* Peterson, 395
Rolff *v.* Cohen, 1326
Rolin *v.* Steward, 105, 171*a*, 707
Roller *v.* Effinger, 979
Rollins *v.* Duffy, 822
v. Sidney B. Bowman Cycle Co., 633*b*
v. State, 692*i*
Rolph *v.* Crouch, 238, 982, 983, 987
Romaine *v.* Van Allen, 509
Romayne *v.* Duane, 448*c*
Romberg *v.* Hughes, 535
Rombough *v.* Balch, 574, 1367
Rome *v.* Omberg, 1108
v. Rhodes, 67*a*
Rome R. R. *v.* Sloan, 246
Rome, W. & O. R. R. *v.* Gleason, 1109
Romine *v.* Romine, 797
Rommein *v.* Empire F. M. Co., 1357
Romona O. S. Co. *v.* Shields, 1361
Ronald *v.* Pacific Traction Co., 1359
Ronneberg *v.* Falkland I. Co., 241*a*
Rood *v.* Seattle El. Co., 1357
Rooker *v.* Perkins, 1166*d*
Rooks *v.* Booth, 996
Rooksby *v.* State, 686
Rooney *v.* Milwaukee C. Co., 486*a*
v. Sacramento R. R., 1154*a*
Roose *v.* Perkins, 1248, 1254
Roosevelt *v.* N. Y. El. R. R., 1208
Root *v.* Butte, A. & P. Ry., 1123
v. King, 451
v. Lowndes, 88
v. New York C. S. C. Co., 873*a*
v. Railway, 1231, 1232, 1237
v. Sturdivant, 357, 360, 372
Root's Case, 1130
Rooth *v.* Wilson, 76
Roper *v.* Wren, 305
Roper Wholesale Grocery Co. *v.* Favor, 80*a*
Ropes *v.* Upton, 426
Rosa *v.* Missouri, etc., R. R., 1154*a*
Rosan *v.* Big Muddy Coal & Iron Co., 149
Rose *v.* Beatie, 603, 762
v. Belyea, 233, 1334
v. Boseman, 279*b*, 515, 746
v. Bridgeport, 343, 345, 346
v. Butler, 209, 991, 992
v. Des Moines V. R. R., 1367
v. Douglass Township, 692*f*
v. Eclipse Carbonating Co., 673*d*
v. Hirsch, 1240
v. Imperial Engine Co., 378
v. King, 862
v. Lewis, 256
v. Miles, 35, 946
v. Post, 237, 685*j*
v. Story, 387, 497*g*, 564
v. U. S. T. Co., 878
v. Wallace, 441
v. Williamsville, G. & S. L. Ry., 667
v. Wynn, 185, 984
Rosecrants *v.* Shoemaker, 1247, 1254
Rosecrans *v.* Asay, 536, 1261
Rosedale, The, 596*a*
Rosenbaum *v.* McThomas, 98
v. Pendleton, 343

[References are to sections]

Rosenbaum *v.* Shoffner, 119
v. Stiebel, 512*a*
Rosenbaums *v.* Weeden, 755
Rosenberg *v.* Frankel, 794
v. Weekes, 332
Rosenberger *v.* Pacific Coast Ry., 667
Rosenblum *v.* Riley, 984
Rosencrance *v.* Johnson, 673*e*
Rosenfield *v.* Express Co., 57, 853
v. R. R., 851
Rosenkrans *v.* Barker, 460
Rosenkrantz *v.* Durling, 676
v. Lindell Ry., 86*c*, 172*a*, 486*b*
Rosenquest *v.* Noble, 688*a*
Rosenquist *v.* Bowring, 675*a*
v. Canary, 414
Rosenthal *v.* Boass, 685*g*
v. Empire B. & S. Co., 734
v. Taylor B. & H. Ry., 947
Rosenzweig *v.* Frazer, 80, 1069
Rosepaugh *v.* Vredenburgh, 651
Rosevelt *v.* Hanold, 1258
Rosewater *v.* Hoffman, 445
Rosewell *v.* Prior, 949
Ross *v.* Chicago, R. I. & P. R. R., 844
v. Cornell Steamboat Co., 587
v. Davis, 1148
v. Dysart, 999*c*
v. Great Northern Ry., 121*b*
v. Kansas City, 226*f*
v. Keewood, 340*b*
v. Leggett, 41, 42, 47, 360, 462
v. Loescher, 408, 419
v. McDuffie, 497*g*
v. Metropolitan St. Ry., 1348
v. Missouri, K. & T. R. R., 873
v. Montana U. Ry., 1226
v. New H. S. M. Co., 107*a*, 363*a*, 930, 943
v. Philbrick, 61
v. Robinson, 1007
v. Ross, 1327
v. Russell, 339*a*
v. Scott, 503, 933, 935
v. Stockwell, 991
Rossend Castle, 842
Rosser *v.* Bunn, 373
v. Depriest, 311*b*
v. Timberlake, 685*l*
Rossey *v.* Lawrence, 1371
Rossiter *v.* Chester, 841
Rosted *v.* Great N. Ry., 868
Rosum *v.* Hodges, 492*b*
Roswell *v.* Davenport, 121*b*
Rotan *v.* Nichols, 1060
Roth *v.* Buettel Bros. Co., 485*a*
v. Eppy, 347, 1366
v. Felt, 531
v. Smith, 466
v. Taysen, 636*f*
v. Union Depot Co., 1356
Rothmiller *v.* Stein, 439*a*
Roulain *v.* McDowall, 678
Rounds *v.* Baxter, 1012*a*
v. Mumford, 1115
Roundy *v.* Thatcher, 673*a*
Rourke *v.* Central Massachusetts Electric Co., 1147
v. Holmes St. Ry., 1165*a*
Rouse *v.* Detroit Electric Ry., 577, 578
v. Melsheimer, 1249, 1254
v. Metropolitan St. R. R., 380
v. Western Wheel Works, 308
Roussel *v.* Mathews, 341
Roussin *v.* Stewart, 685*m*
Routh *v.* Caron, 125, 762, 769
Roux *v.* Salvador, 710
Rouyer *v.* Miller, 695*c*
Rowan *v.* Lee, 1258
v. Rainey, 915
v. Western U. T. Co., 45*a*, 894
Rowand *v.* Bellinger, 1271
Rowe *v.* Baber, 992
v. City of Budline, The, 854
v. Heath, 983
v. Moses, 490
v. New York & N. J. T. Co., 1367
v. Peabody, 678
v. Pulp Co., 1144
v. Richardson, 786
v. School Board for London, 1004
v. Shenandoah Pulp Co., 932, 942
v. Titus, 1269
v. Whatcom County Ry. & Light Co., 172
Rowell *v.* Western U. T. Co., 894*d*
Rowland *v.* Dowe, 1022
v. Isaacs, 692*j*
v. Miller, 973

[References are to sections]

Rowland *v.* Murphy, 75
v. Rowland, 924, 931
v. Shelton, 316, 774
Rowley *v.* Gibbs, 295, 530, 531, 536, 689*a*
v. London & N. W. Ry., 581
Rown *v.* Christopher & T. S. R. R., 481
Rowntree *v.* Jacob, 964
Roy *v.* The Duke of Beaufort, 395
v. Missouri, K. & T. Ry., 1143
Royal *v.* Smith, 638, 638*b*
Royal Bristol P. B. Soc. *v.* Bomash, 999*j*
Royal Ins. Co. *v.* Clark, 818*a*
Royalton *v.* R. & W. Turnpike Co., 618, 636*g*, 636*l*
Royer *v.* Foster, 979
v. Shultz Belting Co., 1215
Rozell *v.* Anderson, 1110
Rubber Co. *v.* Goodyear, 1230
Rubio Canon Land & Water Ass'n *v.* Everett, 373*a*
Rubens *v.* Hill, 991
Rubon *v.* Stephan, 678, 680, 685*h*
Rucker *v.* Campbell, 418
Ruckman *v.* Bergholz, 308*a*
v. Pitcher, 305
Rudd *v.* Rounds, 480*a*
Rudder *v.* Price, 4, 636*g*, 675*b*
Rudderow *v.* Philadelphia, 1142
Rude *v.* St. Louis, 1123
v. Westcott, 1220, 1222
Rudiger *v.* Chicago, S. P. M. & O. Ry., 573*a*, 574*a*, 1367
Rudolph *v.* Pennsylvania S. V. R. R., 1152, 1154, 1165
Rudulph *v.* Wagner, 340*b*
Rueping *v.* Chicago & N. W. Ry., 380, 1347, 1348
Roper *v.* Clay, 639
v. Johnson, 87, 227, 228*g*, 636*d*, 636*f*, 636*l*, 737, 758
Ruff *v.* Rader, 294
v. Rinaldo, 645, 984
Ruffin *v.* Atlantic & N. C. R. R., 860
Ruffner *v.* Hewitt, 334
Rugg *v.* Tolman, 1331
Ruggerio *v.* Leuchtenburg, 1006
Ruland *v.* Waukesha Water Co., 667
Rule *v.* McGregor, 115 Ia. 323; 458, 1337
Rule *v.* McGregor, 117 Ia. 419; 625
v. Tait, 569
Ruloff *v.* Hazen, 343
Rumbold *v.* Penn M. L. I. Co., 730
Rumford *v.* Church, 711
Rumsey *v.* Matthews, 411
v. New York & N. E. R. R., 253, 932
Rund *v.* Blatt, 497*f*
Rundell *v.* C. G. Transatlantique, 570, 599
Rundle *v.* Little, 55
v. Moore, 817
Runey *v.* Edmands, 962
Runlett *v.* Bell, 98
Runnells *v.* Pentwater, 214
v. Webber, 976
Runyon *v.* Nichols, 1045
Ruppel *v.* Allegheny Valley R. R., 846, 851
Rush *v.* Rush, 819
v. Spokane F. & N. Ry., 1347
Rushforth, *Ex parte*, 801
Rushing *v.* Seaboard A. L. Ry., 483, 484, 485
v. Sebree, 330
Rushton *v.* Rowe, 341
Russ *v.* Gilbert, 1275
v. Steamboat War Eagle, 86*c*
v. Telfener, 1023
v. Tuttle, 734
Russel *v.* Palmer, 349, 811, 831
Russell *v.* Brown, 91
v. Burlington, 1110
v. Butterfield, 82, 691*b*
v. Chambers, 47, 48, 66
v. Cole, 497*b*
v. Columbia, 481
v. Copeland, 1012
v. Corning Manuf. Co., 762, 766
v. Dennison, 1328
v. Failor, 807
v. Farley, 676
v. Giblin, 205, 608, 995
v. Horn B. & F. Mfg. Co., 193*b*, 734
v. Huiskamp, 493
v. Ins. Co., 723*a*
v. Kearney, 83
v. Lucas, 339*a*

[References are to sections]

Russell *v.* Meyer, 70
v. Miner, 834
v. Missouri, K. & T. Ry., 865
v. Polk County Abstract Co., 87
v. Roberts, 606*c*
v. St. Paul, M. & M. R. R., 252, 1171*b*
v. Shuster, 466
v. Smith, 536
v. Stoops, 1027, 1027*a*
v. Turner, 554*a*
v. Walker, 238
v. Washington Post Co., 377
v. Weneweser, 1282
v. Western U. T. Co., 45, 45*a*, 894
v. Windsor S. B. Co., 574*a*
v. Wright, 423
v. Wylly, 650
Rust *v.* Eckler, 762
v. Victoria Graving Dock Co., 95
Rust L. & L. Co. *v.* Wheeler, 975
Rustell *v.* Macquister, 446
Rutan *v.* Hinchman, 1020
v. Hopper, 1014
v. Ludlam, 762
Ruth *v.* St. Louis Transit Co., 1337
Ruth, The, 1356
Rutherford *v.* Irby, 317
v. Moore, 685*a*
v. Stovel, 411, 413
v. Shreveport & H. R. R., 41, 180
Ruthven *v.* Beckwith, 682
Ruthven W. Co. *v.* Great W. Ry., 134*a*, 153
Rutland *v.* Dayton, 991
v. Southern Ry., 152
Rutland & W. R. R. *v.* Bank of Middlebury, 54, 494*b*
Rutledge *v.* Lawrence, 1010
v. Rowland, 172
v. Smith, 301*b*
Rutter *v.* Collins, 638, 638*b*
Ruys *v.* Royal Exch. Assur. Corp., 711
Ryall *v.* Prince, 89
Ryan *v.* Akeley, 691*b*
v. Anderson, 685*g*
v. Baldrick, 308*a*
v. Dayton, 672
v. Dunlap, 1021
v. Fitzgerald, 535
Ryans *v.* Hospes, 671
Ryan *v.* Hower Brewing Co., 455
v. Knickerbocker Steamboat Co., 1347
v. Krusor, 797
v. Martin, 416
v. Miller, 153 Ill. 138; 642
v. Miller, 139 S. W. 128; 777
v. Oshkosh G. L. Co., 578, 1367
v. Quinn, 387
v. Remmey, 614
v. Young, 515
Ryan Drug Co. *v.* Hoambshal, 310
Ryburn *v.* Pryor, 493
Ryckman *v.* Parkins, 315
Ryder *v.* Hathaway, 21 Pick. 298; 505
v. Hathaway, 2 Met. 96; 108
v. Thayer, 316, 821
v. Wall, 1018
Ryers *v.* Wheeler, 906, 911
Ryerson *v.* Chapman, 238, 239, 962, 982, 983
v. Marseillis, 1261
v. Willis, 973
Ryland *v.* Heney, 313
Rylands *v.* S. Fletcher, 33

S

S. A. McCauley, The, 587, 588
S. & C. R. R. *v.* Callahan, 419
S. & N. A. R. R. *v.* McLendon, 379
S. C. Righter *v.* Clark, 162
S. M. Burgess & Co. *v.* Patterson, 1335
S. W. Slayden & Co. *v.* Palmo, 1006
Saam *v.* Saam, 61
Sabin *v.* Railway, 1110, 1164
Sabine & E. T. Ry. *v.* Ewing, 363
v. Joachimi, 191, 331*a*, 937
v. Johnson, 121*d*, 937, 942
v. Smith, 937
Sable *v.* Brockmeier, 966, 973
Sacchi *v.* Bayside Lumber Co., 71
Sachs *v.* America Surety Co., 678, 679*a*
Sackett *v.* Ruder, 1247
v. Sackett, 950
Sackett's Harbor Bank *v.* Blake, 301*a*
Sackrider *v.* Beers, 940
Sacramento V. R. R. *v.* Moffat, 1167
Sacramento Southern R. R. *v.* Heilbron, 252

[References are to sections]

Sadler *v.* Bean, 258
Safely *v.* Gilmore, 999*a*
Safety I. W. & C. Co. *v.* Baltimore, 613, 614
Saffer *v.* Levy, 991
Sagamore Coal Co. *v.* Clark, 614
Sage *v.* Brooklyn, 1146
Sager *v.* Tupper, 341
Saginaw, The, 593
Saginaw U. S. Ry. *v.* Michigan Cent. R. R., 927
Sagola L. Co. *v.* Chicago T. & T. Co., 737
Sagonda, The, 196
St. Albans Steam Boat Co. *v.* Wilkins, 673*f*
St. Andre *v.* Rachal, 311*b*
St. Anthony & D. E. Co. *v.* Dawson, 238
St. Anthony Lumber Co. *v.* Bardwell-Robinson Co., 762
St. Bernard *v.* Reig, 667
St. Clair *v.* Cash G. M. & M. Co., 935
St. Clara Female Academy *v.* Northwestern N. I. Co., 722
St. Croix L. & L. Co. *v.* Ritchie, 934*a*
St. Helen's Smelting Co. *v.* Tipping, 104
St. John *v.* New York, 13 How. Pr. 527; 948
v. New York, 6 Duer, 315; 182
v. Northern Pac. Ry., 1363
v. O'Connel, 80, 256
v. Palmer, 956
v. Rykert, 330
St. Johnsboro *v.* Smith, 1175
St. Johnsbury & L. C. R. R. *v.* Hunt, 137
v. Willard, 1174
St. Joseph *v.* Geiwitz, 1140
v. Hamilton, 235*a*
v. Merlatt, 692*e*
St. Joseph & D. C. R. R. *v.* Orr, 1148
St. Joseph & G. I. R. R. *v.* Hedge, 43*h*, 1348
St. Joseph & I. M. R. R. *v.* Shambaugh, 1167
St. Joseph & W. R. R. *v.* Wheeler, 575
St. Lawrence & O. Ry. *v.* Lett, 573*a*, 577, 578
St. Louis *v.* Bissell, 979
v. Meintz, 235*a*
St. Louis & C. R. R. *v.* Postal Tel Co., 1171
St. Louis & I. B. Ry. *v.* Barnsback, 1334
v. Guswelle, 1166
St. Louis & N. A. Co. *v.* Mathis, 1367
St. Louis & N. A. R. R. *v.* Crandell, 630
v. Mathis, 577
St. Louis & S. E. R. R. *v.* Teters, 1165
St. Louis & S. F. R. R. *v.* Blinn, 101, 1367
v. Dickerson, 251
v. Fayetteville, 1152*a*
v. French, 1367
v. Gaba, 419
v. Garner, 368
v. Hicks, 573*a*
v. Hooser, 318
v. Hoover, 933
v. Jones, 937*a*
v. Lieurance, 852
v. Lilly, 856*a*
v. McLain, 1354
v. Neely, 1347
v. Richards, 1353, 1364
v. Ritz, 226*b*
v. Sharp, 226*i*
v. Shoemaker, 413
v. Townsend, 577
v. Wilhelm, 854
v. Woolum, 1348
St. Louis & S. J. R. R. *v.* Richardson, 1129, 1140
St. Louis & S. W. R. R. *v.* Henderson, 1152
v. Lindsey, 1309
St. Louis, A. & R. J. R. R. *v.* Coultas, 677
St. Louis A. & T. R. R. *v.* Anderson, 1134
v. Beard, 614
v. Johnston, 573, 580*a*, 1367
v. Mackie, 222, 865
v. Neel, 842
St. Louis Brewing Assoc. *v.* McEnroe, 762
St. Louis B. & M. Ry. *v.* West, 124
St. Louis B. & T. R. R. *v.* Mendonsa, 1166

[References are to sections]

St. Louis Cattle Co. *v.* Gholson, 125*a*
St. Louis E. R. & W. Ry. *v.* Oliver, 1166
St. Louis E. S. R. R. *v.* Burns, 573*a*
St. Louis, F. S. & W. R. R. *v.* Chenault, 695
v. McAuliffe, 1149, 1166
St. Louis, I. M. & S. Ry. *v.* Berry, 630
v. Biggs, 50 Ark. 169; 76, 432*a*, 435
v. Biggs, 52 Ark. 240; 95
v. Bragg, 43*f*
v. Brown, 134 S. W. 1194; 865
v. Brown, 140 S. W. 279; 1354
v. Buckner, 44
v. Cantrell, 226*f*, 481, 482, 483, 484
v. Caraway, 1367
v. Cates, 222, 865
v. Cleere, 316, 1367
v. Davis, 363*a*
v. Dawson, 1353, 1367
v. Day, 1342
v. Deshong, 852
v. Dysart, 368
v. Edwards, 85*c*
v. Evans, 226*m*
v. Fambro, 1347
v. Freeman, 575, 1293
v. Glossup, 1354
v. Green, 251
v. Grimsley, 1347
v. Groce, 862
v. Haist, 577
v. Hall, 1331
v. Hardie, 942
v. Hartung, 1353
v. Hitt, 577
v. Holmes, 1357
v. Knight, 1342
v. Lamb, 856*a*
v. Leamons, 44
v. Lesser, 851
v. Lyman, 937
v. McCain, 1367
v. Maddry, 577, 1367
v. Morris, 64, 942
v. Mudford, 316, 844, 854, 856*a*
v. Mynott, 1342
v. Needham, 52 Fed. 371; 574
v. Needham, 10 U. S. App. 339; 581
v. O'Baugh, 72
St. Louis, I. M. & S. Ry. *v.* Osborne, 1360
v. Ozier, 843*a*
v. Pate, 1353
v. Pfau, 1166, 1168
v. Phelps, 316, 854
v. Price, 1358
v. Raines, 1367
v. Reed, 1363
v. Robbins, 1353, 1367
v. Rogers, 1356
v. Schneider, 685*d*
v. Snell, 1347
v. Sparks, 1356
v. Standifer, 577
v. Stell, 171*a*
v. Stovall, 1347
v. Stroud, 212, 872
v. Sweet, 57 Ark. 287; 573
v. Sweet, 60 Ark. 550; 571*c*, 574*a*, 577
v. Taylor, 43*j*
v. Theodore Maxfield Co., 253, 1134
v. Trimble, 865
v. Walbrink, 1165
v. Waren, 1355
v. Warren, 486*b*
v. Weakly, 851
v. Williams, 864*a*
v. Wilson, 363, 380
v. Woodard, 1342
v. Woodruff, 1342
v. Yarbrough, 243, 937
St. Louis, J. & C. R. R. *v.* Lurton, 226*b*, 618
v. Mitchell, 1160*a*
St. Louis, J. & S. R. R. *v.* Kirby, 1138, 1165, 1171
St. Louis, K. & C. R. R. *v.* North, 1166
St. Louis, K. & N. W. R. R. *v.* Clark, 1160*a*, 1163
v. St. Louis U. S. Y. Co., 1161
St. Louis, K. & S. W. R. R. *v.* Hammers, 1165
St. Louis, L. & D. R. R. Co. *v.* Wilder, 1149
St. Louis, M. & S. E. P. Co. *v.* Continental B. Co., 1140

[References are to sections]

St. Louis, M. & S. E. R. R. *v.* Aubuchon, 1154
v. Continental B. Co., 1166
v. Drummond R. & I. Co., 1154
v. Garner, 576
St. Louis, P. & N. R. R. *v.* Rawley, 580
St. Louis, V. & T. H. R. R. *v.* Capps, 1169
v. Haller, 1149, 1165
v. Hurst, 1110
v. Mollett, 1166*e*, 1167, 1172*a*
St. Louis M. B. T. R. Ass'n *v.* Schultz, 937
St. Louis M. Co. *v.* Miller, 939
St. Louis O. K. & C. Ry. *v.* Fowler, 1130, 1140, 1151, 1160*a*
St. Louis Ry. *v.* Southern Ry., 1160
St. Louis, S. F. & T. Ry. *v.* Andrews, 1358
v. Bolen, 1367
v. Grayson County, 1173
v. Shaw, 1123
St. Louis R. Co. *v.* Southern Ry., 235*a*
St. Louis S. R. Co. *v.* Kline-Drummond M. Co., 753
St. Louis S. W. Ry. *v.* Alexander, 43*i*
v. Browning, 1353
v. Clayton, 932
v. Cleland, 1356
v. Ferguson, 150
v. Ford, 1348
v. Freedman, 1363
v. Furlow, 1342
v. Garber, 1270*a*
v. Germany, 1342
v. Granger, 1342
v. Gresham, 1364
v. Groves, 1357
v. Guthrie, 318
v. Hammett, 865
v. Holt, 1367
v. Huey, 580*a*
v. Hughes, 1143
v. Hunt, 852
v. Jackson, 1347
v. Knight, 868
v. Leder Bros., 843*a*
v. Lewis, 121*b*
v. Mackey, 924
v. May, 149, 856
St. Louis S. W. Ry. *v.* Murdock, 43*h*
v. Myzell, 363
v. Pearson, 864
v. Phœnix Cotton Oil Co., 852
v. Shiflet, 574*a*
v. Starks, 1264
v. Thompson, 170*a*, 1343, 1344
v. White, 863
St. Louis Trust Co. *v.* Murmann, 121*b*
St. Louis T. Ry. *v.* Heiger, 1171
St. Martin *v.* Desnoyer, 1326
St. Ores *v.* McGlashen, 353, 360
St. Paul *v.* Kuby, 1326
v. Louisiana C. L. Co., 934
St. Paul & S. C. R. R. *v.* Matthews, 1154
v. Murphy, 1148
St. Paul Boom Co. *v.* Kemp, 1296
St. Paul Distilling Co. *v.* Pratt, 470*b*
St. Paul Foundry Co. *v.* Wegmann, 681*a*
St. Paul Nat. Bank *v.* Cannon, 703
St. Paul Trust Co. *v.* Finch, 310*a*
v. Strong, 311*c*
St. Paul's Church *v.* Washington, 339
St. Peter *v.* Dennison, 1111
v. Iowa Tel. Co., 1345
St. Peter's Church *v.* Beach, 233, 234, 359, 383*a*
Sainter *v.* Ferguson, 406, 408, 418
Saladin *v.* Mitchell, 755
Salado College *v.* Davis, 234
Salchert *v.* Reinig, 637, 638, 639
Saldana *v.* Galveston, H. & S. A. Ry., 481
Saleeby *v.* Cent. R. R., 873
Salem *v.* McClintock, 692*a*
Salem Iron Co. *v.* Lake Superior Consolidated Iron Mines, 753
Salisbury Ore Co. *v.* Miller, 56
Salladay *v.* Dodgeville, 221*b*
Sallden *v.* Little Falls, 1172*a*
Salle *v.* Light, 775
Saller *v.* Friedman Bros. Shoe Co., 1357
Salida *v.* McKinna, 486*a*
Salina *v.* Trosper, 44
Salina M. & E. Co. *v.* Hoyne, 481
Saling *v.* Bolander, 324*a*
Salisbury *v.* Western N. C. R. R., 70
Salmon *v.* Helena Box Co., 753

[References are to sections]

Salmon *v.* M. E. Blasier Mfg. Co., 929
v. Rathjens, 573
v. Smith, 1279
Salstrom *v.* Orleans B. G. M. Co., 937
Salt River Canal Co. *v.* Hickey, 257
Salter *v.* Parkhurst, 310
Salters *v.* Ralph, 410
Saltmarsh *v.* Chicago & G. T. Ry., 504, 934
Saltus *v.* Everett, 1044
v. Kip, 1274
Saluda Manuf. Co. *v.* Pennington, 647*c*
Salvo *v.* Duncan, 614
Salyers *v.* Ross, 692*j*
Salzer *v.* Sheffield F. S. D. Co., 406, 407
Salzgeber *v.* Mickel, 90, 988
Samieloff *v.* New York & Q. C. Ry., 380
Sammis *v.* Clark, 293
Sample *v.* Chicago, B. & Q. R. R., 1367
Sampson *v.* Henry, 358
v. Neely, 311*a*
v. St. Louis & S. F. R. R., 1355
v. Warner, 301, 1042
Samuel *v.* Bond, 452
Samuels *v.* Fidelity, etc., Co., 618, 622*b*
v. New York City Ry., 1370
v. Willis, 123
San Antonio & A. P. Ry. *v.* Beam, 1270*a*
v. Beauchamp, 1357
v. Brock, 574*a*
v. Chittin, 844
v. Connell, 1355
v. Corley, 1270*a*
v. Engelhorn, 1367
v. Green, 1356
v. Grier, 368, 380*a*
v. Griffin, 457, 464
v. Harding, 1367
v. Horkan, 942
v. Hunnicutt, 1151, 1171
v. Kiersey, 937
v. Knoepfli, 221*a*
v. Long, 577, 583, 1363, 1367
v. MacGregor, 1171
v. Mohe, 947
v. Moore, 1306
v. Muecke, 1357
v. Spencer, 1309
v. Timon, 99 S. W. 418; 854
San Antonio & A. P. Ry. *v.* Timon, 110 S. W. 82; 1264
v. Waller, 1367
v. Gwynn, 948
San Antonio *v.* Campbell, 340*b*
v. Lane, 346
v. Mackey, 947, 1110
v. Mullaly, 184, 932, 1143, 1152*a*
San Antonio Gas Co. *v.* Singeton, 1353
San Antonio St. Ry. *v.* Mechler, 575
v. Renken, 1367
v. Watzlavzick, 1367
San Antonio Traction Co. *v.* Probandt, 1362
v. White, 574*a*
San Bernardino & S. Ry. *v.* Haven, 1135
San Diego L. & T. Co. *v.* Neale, 1162, 1171*c*, 1295
San Diego Water Co. *v.* Pacific Coast Steamship Co., 685*j*, 685*k*
San Francisco & N. P. R. R. *v.* Taylor, 1175
San Franciso & S. J. R. R. *v.* Mahoney, 1151
San Francisco, A. & S. R. R. *v.* Caldwell, 1135, 1155
San Francisco Bridge Co. *v.* Bumbarton Land & Imp. Co., 655*b*
San Joaquin Land, etc., Co. *v.* West, 334
San Jose & A. R. R. *v.* Mayne, 151, 165, 1135
San Jose Fruit Packing Co. *v.* Cutting, 685*i*
San Pedro, L. A. & S. L. Railroad *v.* Board of Education, 1171*b*
v. Salt Lake City, 1154*b*
Sanborn *v.* Benedict, 753
v. Emerson, 549
v. Fickett, 1335
v. Neilson, 480
v. Steele, 334
Sanchez *v.* Forster, 692*j*
Sandeberg *v.* Victor Gold, etc., Mining Co., 308*a*
Sanderlin *v.* Shaw, 923
v. Willis, 156, 1022, 1055
Sanders *v.* Anderson, 1256*b*
v. Bank of Kentucky, 692
v. Bond, 755

[References are to sections]

Sanders *v.* Carter, 414
v. Davis, 466
v. Johnson, 447
v. Lake S. & M. S. Ry., 324*a*
v. Logan, 1220, 1230
v. McKim, 408, 413
v. Miller, 91
v. Scott, 311*a*
v. Smith, 992
v. Stuart, 154, 890
v. Vance, 317, 493
Sanderson *v.* Columbian Ins. Co., 716
v. Northern Pac. Ry., 43*g*
v. Pa. Coal Co., 91
v. Price, 912
v. Read, 313*a*
Sands *v.* Taylor, 750
Sandwich *v.* Dolan, 221
v. Fish, 692*e*
Sanford, The, 593
v. Belle Plaine First Nat. Bank, 417
v. City Nat. Bank, 325
v. Cloud, 1010
v. Crocheron, 302*a*
v. East R. I. District, 192
v. Lichtenberger, 331
v. Willetts, 237, 565*a*
Sangamon & M. R. R. *v.* Henry, 844, 856
Sanger *v.* Cleveland, 695
v. Fincher, 1041
v. Smith, 991
Sangster *v.* Commonwealth, 692*i*
v. Prather, 1027
Sanguinett *v.* Webster, 343
Sanitary Dist. *v.* Burke, 673*d*
v. McMahon & M. Co., 148
v. R. R., 1151, 1171*b*
v. Ray, 1110
Sanitary Dist. of Chicago *v.* Kompare, 1334
v. Loughran, 1162, 1169
Sanquer *v.* London & S. W. Ry., 844
Sans *v.* New York, 301
Santa Ana *v.* Harlin, 1171*e*
Santa Clara Mining Assoc. *v.* Meredith, 673*c*
Santa Fe St. Ry. *v.* Schultz, 416
Santa Maria, 336
Santford *v.* Dobyns, 929
Saperstone *v.* Rochester Ry., 1368, 1371
Sapp *v.* N. C. Ry., 363, 366
Sapphire, The, 587, 597
Sapwell *v.* Bass, 200
Sargeant *v.* Kellogg, 1031
Sargent *v.*————, 472, 1328
v. Carnes, 366
v. Currier, 774
v. Davis, 311*b*
v. Franklin Ins. Co., 519
v. Hampden, 316
v. Machias, 1154*c*
v. Mason, 149
v. Merrimac, 1171*b*
v. Pomroy, 686
v. St. Mary's O. B. Asylum, 685*j*
v. Southgate, 798
v. Tacoma, 1112*a*
v. Tuttle, 332
v. Yale Lock Mfg., 17 Blatch. 244; 1240
v. Yale Lock Mfg. Co., 17 P. O. G. 106; 1222
Sarpy *v.* New Orleans, 983
Sasse *v.* Rogers, 1337
Satchwell *v.* Williams, 137, 170*a*, 190, 668, 1064
Sater *v.* Plankroad Co., 1148
Satterwhite *v.* Carson, 317
v. McKie, 411
Sauer *v.* Mayor, 1169
v. Schulenberg, 639
Saulters *v.* Victory, 562
Saunders *v.* Anderson, 673
v. Baxter, 446
v. Brosius, 117, 506
v. Chamberlain, 439*g*
v. Clark, 246
v. London & N. W. Ry., 1326
v. Mills, 451
v. Mullen, 388
v. Post-Standard Co., 368
v. U. S. Marble Co., 736
Sausser *v.* Steinmetz, 984*a*
Sauter *v.* New York C. & H. R. R. R., 221*b*, 581
Savage *v.* Chicago & J. Ry., 1351
v. Corn Exchange Ins. Co., 718
v. Fox, 695*a*

[References are to sections]

Savage *v.* Glenn, 643, 645
v. Gunter, 691c
v. Joseph H. Bauland Co., 1360
v. Medical and Surgical Association, 608
v. Third Ave. R. R., 172
Savannah *v.* Hartridge, 1137
v. Waldner, 234
Savannah & C. R. R. *v.* Callahan, 277, 313*a*, 412
Savannah & O. C. Co. *v.* Bourquin, 91, 924, 924*a*, 947
Savannah, A. & N. Ry. *v.* Williams, 1165*a*
Savannah Electric Co. *v.* Bell, 1367
Savannah, F. & W. Ry. *v.* Davis, 92, 924
v. Flannagan, 1367
v. Harper, 1331
v. Holland, 1263
v. Pritchard, 134*a*, 165, 226*c*
v. Shearer, 571*b*
Savannah St. R. R. *v.* Bryan, 1342
Saveland *v.* Green, 834
Savercool *v.* Farwell, 1297
Savile *v.* Roberts, 456
Savings Bank *v.* Asbury, 153*a*, 622
v. Hodgdon, 305
Sawyer *v.* Colgan, 338
v. Dean, 755
v. Dulany, 121*b*
v. Eifert, 451
v. Hoag, 1031
v. Hopkins, 447
v. Keene, 1110, 1164
v. M'Intyre, 1023
v. Mayhew, 623
v. Sauer, 378, 486*c*
v. Warner, 1007, 1010
v. Wiswell, 1041, 1042
Saxe *v.* Penokee Lumber Co., 734, 735
Saxonia M. Co. *v.* Cook, 666, 667
Saxton *v.* Bacon, 125*a*
v. New York El. R. R., 1190
v. Williams, 531*a*
Sayers *v.* Collyer, 1256*b*
v. Holmes, 531
v. Missouri Pac. Ry., 83
Sayles *v.* Bemis, 109
v. Quinn, 1946
v. Richmond, F. & P. R. R., 1230
Saylor *v.* Pennsylvania Canal Co., 35
Sayre *v.* Austin, 301, 334
v. Sayre, 451
v. Sheffield L. I. & C. Co., 977
v. State, 316
Sayward *v.* Dexter, 310, 324*a*
Scagel *v.* Chicago, M. & S. P. Ry., 1306
Scahill *v.* Ætna Indemnity Co., 377*a*
Scaling *v.* Knollin, 774, 837
Scally *v.* W. T. Garratt & Co., 481, 485*a*
Scammon *v.* Kimball, 1031, 1032
Scanlan *v.* Guiling, 565*a*
v. Musgrove, 937, 990*b*
Scantlin *v.* Allison, 1053
Scarborough *v.* Goethe, 492*b*
v. Parker, 692
v. State, 107*a*, 692*j*
v. Thornton, 692
Scarpati *v.* Metropolitan St. Ry., 1367
Schaaf *v.* Pennsylvania R. R., 1334
Schaeffer *v.* Dickinson, 523
v. Empire Lithography Co., 1042
v. Miehling, 970
v. Siegel, 334
chafer *v.* Gildea, 644
v. Ostmann, 385
v. Smith, 1245
Schaffer *v.* Baker Transfer Co., 575, 1367
Schaffner *v.* Ehrman, 171*a*, 1310*a*
Schaible *v.* Lake Shore & M. S. R. R., 1148, 1149
Schaidler *v.* Chicago & N. W. Ry., 581
Schalk *v.* Kingsley, 73, 926
Schaller *v.* Omaha, 1141
Schanzenbach *v.* Brough, 673*b*
Schars *v.* Brand, 565*a*
Schattler *v.* Daily Herald Co., 448
Schaub *v.* Hannibal & St. J. R. R., 573*a*
Schaufele *v.* Central Georgia Ry., 180*a*
Scheele *v.* Lafayette Bank, 623
Scheen *v.* Poland, 372
Scheer *v.* Kriesel, 363, 383*c*, 930
v. Schlomowitz, 1023
Scheerschmidt *v.* Smith, 988*a*, 1012
Scheffler *v.* Minneapolis & St. L. Ry., 575, 581
Scheffer *v.* Washington, C. V. M. & C. S. R. R., 126*a*
Scheffler Press *v.* Perlman, 999
Scheible *v.* Klein, 642

Scheible *v.* Slagle, 1053
Schell *v.* Cochran, 336
v. Plumb, 90, 636*i*, 666
Schenkel *v.* Pittsburg & B. Tr. Co., 481
Schenck *v.* Schenck, 446
Schening *v.* Cofer, 685*c*, 685*h*
Scheppel *v.* Weiler, 911
Scherer *v.* Schlaberg, 575
Scherpf *v.* Szadeczky, 1328
Schertz *v.* Indianapolis R. R., 43*e*
Schettler *v.* Southern Oregon Co., 916, 917
Schick *v.* Fleischhauer, 992
Schieffelin *v.* Carpenter, 999*h*
v. New York Ins. Co., 718
v. Stewart, 344
Schierloh *v.* Interurban St. Ry., 1346
Schiff *v.* Pottlitzer, 991
Schiffman *v.* Peerless M. C. Co., 633
Schildwachter *v.* Mayor, 999*a*
Schile *v.* Brokhahus, 127*a*, 189
Schillinger *v.* Gunther, 1230
Schillinger Bros. *v.* Bosch-Ryan Grain Co., 186
Schillo *v.* McEwen, 655*e*
Schilze *v.* Great Eastern Railway, 164
Schimmelfenig *v.* Donovan, 1254
Schimmelpfenning *v.* Brunk, 970
Schindel *v.* Schindel, 373*a*, 432*a*
Schintzer *v.* Russell, 533
Schippel *v.* Norton, 361
Schleiff *v.* Berglas, 667
Schlemmer *v.* North, 71, 903, 988
Schlesiger *v.* Bedford, 685*e*
Schlesinger *v.* Ritchie, 642
Schley *v.* Lyon, 76, 78
Schloss *v.* Rovelsky, 683
Schmaelzle *v.* London, etc., F. Ins. Co., 726
Schmaltz *v.* Weed, 622*a*, 1006
Schmertz *v.* Dwyer, 738
Schmidt *v.* Chicago, M. & S. P. Ry., 1371
v. Durnham, 639, 641
v. Louisville & N. R. R., 302
v. Mitchell, 1255
v. Nunan, 532
v. R. R., 865
v. Southwestern Brewery & Ice Co., 482
Schmidt *v.* The Steamship Pennsylvania, 856*a*
Schmied *v.* Frank, 904
Schmieder *v.* Kingsley, 407
Schmisseur *v.* Kreilich, 364
Schmitt *v.* Boston Ins. Co., 724
v. Jurrus, 226*o*
v. Kurrus, 385
v. Milwaukee St. Ry., 484
Schmitz *v.* Kirchan, 1345
v. St. Louis, I. M. & S. Ry., 486*c*
Schmolt *v.* H. W. Wright Lumber Co., 1357
Schmumacher *v.* Kennedy, 774
Schnable *v.* Koehler, 74
v. Providence Public Market, 573*a*, 575
v. Thomas, 533
Schnatz *v.* Phila & R. R. R., 577
Schneider *v.* Hosier, 1249, 1254
v. McGill, 1336
v. Patterson, 988
v. Second Ave. R. R., 1354
Schneider, *In re*, 121 N. Y. Supp. 9; 243*c*
Schneider, *In re*, 11 Leg. Int. 122; 341
Schnelby *v.* Shirtcliff, 753
Schnell *v.* Plumb, 633*a*
Schnerr *v.* Lemp, 659
Schnuth *v.* Aber, 665
Schoenemann *v.* Martyn, 692*d*
Schoenfeld *v.* Fleisher, 817
Schofield *v.* Baldwin, 364
v. Ferrers, 375, 1268
v. Iowa Homestead Co., 961
Scholl *v.* Schnebel, 1337
School Directors *v.* Birch, 667
v. Kimmel, 667
School District No. 2 *v.* Searle, 1177
School Dist. *v.* Dreutzer, 303
v. McDonald, 666
School Trustees *v.* Bennett, 655*c*
Schooley *v.* Stoops, 107*d*, 972
Schoolher *v.* Hutchins, 493
Schooner Lively, The, 175
Schrader *v.* Lillis, 415, 416
v. Wolflin, 689*a*
Schrandt *v.* Young, 62 Neb. 254; 535, 536, 537, 538, 540
v. Young, 2 Neb. (Unof.) 546; 182*a*

[References are to sections]

Schreckengast *v.* Ealy, 637
Schreiber *v.* Chicago, etc., R. R., 1154*a*
v. Depew, 1349
v. Klingerstein, 670
Schreiner *v.* Great Northern Ry., 125*a*
Schrepfer *v.* Rockford Ins. Co., 340, 724
Schrimpf *v.* Tenn. Manuf. Co., 407
Scripps *v.* Reilly, 47
Schriver *v.* Johnstown, 36*a*, 170*a*
Schroeder *v.* Crawford, 1255
v. California Yukon Trading Co., 98*c*, 620, 666, 667
v. Chicago, R. I. & P. Ry., 1309
v. De Graff, 63
Schuchmann *v.* Knoebel, 1040, 1053
Schulte *v.* Louisville & N. R. R., 432, 434
v. North Pacific Transportation Co., 35
Schultz *v.* Bower, 925, 932
v. Brenner, 226*i*
v. Great Eastern R. R., 854
v. Louisville & N. R. R., 317
Schulz *v.* Jalonick, 451
Schumacher *v.* St. Louis, 1012*a*
Schumaker *v.* St. Paul & D. R. R., 143
Schumann *v.* Wager, 760
Schurr *v.* Savigny, 673*d*
Schuster *v.* Sanitary District, 1171
Schutt *v.* Baker, 191, 768
Schuylkill River, etc., R. R. *v.* Stocker, 1171
Schuwirth *v.* Thumma, 308
Schuylkill Nav. Co. *v.* Farr, 940, 942
v. Freedley, 1169
v. Thoburn, 926, 1142
Schuylkill R. R. R. *v.* Stocker, 253
Schwab *v.* Cleveland, 948
v. Owens, 531*a*
Schwabacker *v.* Riddle, 83
Schwann *v.* Sanders, 1286*b*
Schwarts *v.* Davis, 682
Schwartz *v.* Atlantic & P. T. Co., 876
v. Kuhn, 648
v. Missouri, K. & T. Ry., 363, 383*c*
v. North Jersey St. Ry., 482*a*
v. Saunders, 655*c*
v. Schendel, 107*a*
Schwartz-bauer *v.* Great Northern Ry., 1360
Schwarzel *v.* Holenshade, 1229
Schwartzenbes *v.* Hass, 753, 755
Schweer *v.* Schwabacher, 691*a*
Schweitzer *v.* Connor, 934*a*
Schwerin *v.* McKie, 317
Schwinger *v.* Raymond, 852
Schwingschlegl *v.* Monroe, 121*b*
Schwitters *v.* Springer, 439*e*, 493
Scioto Valley Traction Co. *v.* Craybill, 380
Scobey *v.* Finton, 972
Scoffins *v.* Grandstaff, 973
Scofield *v.* Churchill, 692*b*, 692*j*
v. Day, 275
v. Pennsylvania Co., 576, 1367
v. Tompkins, 407, 408, 411
Scollans *v.* Rollins, 492*a*
Scongale *v.* Sweet, 107*a*
Scotland, The, 105 U. S. 24; 596
Scotland, The, 118 U. S. 507; 322, 324
Scott *v.* Bay, 122, 363*a*, 927
v. Bevan, 275
v. Boston & N. O. S. S. Co., 136, 208*a*, 854
v. Bryson, 363
v. Childers, 565*a*
v. Colson, 908
v. Com., 1336
v. Cornell, 592
v. Dent, 419
v. Donald, 360, 366, 381
v. Donora S. R. R., 1154
v. Elliott, 533, 537, 538
v. Flowers, 462
v. Guernsey, 304
v. Hamilton, 481
v. Haverstraw C. & B. Co., 999*j*
v. Henley, 547, 554*a*
v. Hunter, 119, 119*b*
v. Kenton, 125*a*, 1063
v. Kittanning Coal Co., 752*a*
v. Lunt, 1285
v. McAlpine, 498
v. McKinnish, 446, 451, 452
v. Manhattan R. R., 1203
v. Mathis, 363
v. Montgomery, 41, 42, 47, 180, 226*f*, 481, 485
v. Moss, 128
v. O'Brien, 48, 376, 480*b*

[References are to sections]

Scott *v.* Phillips, 679*a*
v. Rogers, 509
v. Rowland, 807*c*
v. St. Paul, etc., R. R., 1112*a*
v. Sampson, 451
v. Security F. I. Co., 722
v. Shepherd, 115
v. Sun P. & P. Assoc., 1332
v. Texas Cent. R. R., 852
v. Tyler, 793*a*
v. Wight, 664*a*
Scottish-American Mortg. Co. *v.* Taylor, 984
v. Wilson, 331
Scovill *v.* Griffith, 854
Scow, No. 190, 841
Scranton *v.* Tilley, 772
Scranton, G. & W. Co. *v.* Scranton, 1152*a*
Scribner *v.* Clark, 1246*b*
v. Schenkel, 753, 755
Scripps *v.* Reilly, 448*a*
Scriver *v.* Myers, 956
Scroggs *v.* Cunningham, 311
Scruggs *v.* Riddle, 753
Scrugham *v.* Carter, 78
Scudder *v.* Morris, 302*a*
Scull *v.* Briddle, 493
Scullane *v.* Kellogg, 171*a*
Scully *v.* Scully, 673*d*
Scurlock *v.* Boone, 67, 1347
Seaboard A. L. Ry. *v.* Brown, 926
v. Harris, 195
v. O'Quin, 361, 363*a*
v. Phillips, 494*a*
v. Scarborough, 868
v. Smith, 126*a*
Seaboard Lumber Co. *v.* Cornelia Planing Mill Co., 762
Seaboard Mfg. Co. *v.* Woodson, 98 Ala. 378; 107*a*
v. Woodson, 94 Ala. 143; 485*a*
Seabrook *v.* Moyer, 999*d*
v. Raft of R. R. Cross-ties, 592, 593
Seabury *v.* Am Ende, 1244
v. Ross, 531, 535
Sea Gull, The, 599
Seal *v.* Holcomb, 361, 565*a*
Seals *v.* Augusta So. R. R., 42
Seaman *v.* Luce, 78
Seaman *v.* Washington, 1112*a*, 1163
v. White, 680
Seamore *v.* Harlan, 959, 1012*a*
Searcy *v.* Reardon, 908
Searight *v.* Calbraith, 267
Searl *v.* School District, 1150, 1174
Searle *v.* Adams, 325
v. City of Lead, 1123
v. Kanawha & O. Ry., 577
v. Lackawanna R. R., 1161
Searles *v.* Elizabeth, P. & C. J. Ry., 1326
Sears *v.* Bailey, 762
v. Conover, 1330
v. Lydon, 248*a*, 565*c*
v. Lyons, 350
v. Seattle Consol. St. R. R., 6 Wash. 227; 1354
v. Seattle Consolidated St. R. R., 7 Wash. 286; 688
v. Stinson, 1028
v. Wingate, 1041
Seaside, etc., Bridge Elevated Railroad *v.* South Reformed Dutch Church, 1191
Seat *v.* Moreland, 98, 109
Seaton *v.* New Orleans Second Municipality, 614
v. Second Municipality, 636*j*
Seattle *v.* Board of Home Missions, 1123, 1143*a*, 1168, 1172*a*
v. McNamara, 1215
Seattle & M. R. R. *v.* Roeder, 1143*a*
Seattle Crockery Co. *v.* Haley, 682
Seattle & M. Ry. *v.* Gilchrist, 1163
v. Joergenson, 1286*b*
v. Murphine, 252, 1163, 1171
v. Roeder, 1143*a*, 1166*c*
v. Schieke, 1157
Seaver *v.* Hall, 1012, 1021*a*
Seavey *v.* Dennett, 433, 437
v. Shurick, 618
Seawell *v.* Kansas, C. F. S. & M. R. R., 857*a*
Seay *v.* Greenwood, 683
Second & T. S. P. Ry. *v.* Philadelphia, 306
Second Nat. Bank *v.* Bank of Alma, 633*c*
Second St., Harrisburg, 331*a*

[References are to sections]

Secor *v.* Gray, 304
v. Sturgis, 83*b*, 85*a*
v. Taylor, 1254
Security Ins. Co. *v.* Kentucky Ins. Co., 727
Seddon *v.* Western U. T. Co., 894*b*
Sedgwick *v.* Place, 497
Sedro Veneer Co. *v.* Kwapil, 162
Seed *v.* Johnston, 667
Seefeld *v.* Thacker, 734
Seeley *v.* Bishop, 946
v. Brown, 556
v. New York Cent. & H. R. R. R., 1367
Seely *v.* Alden, 932, 941
Seeman *v.* Biemann, 408
Seemore *v.* Bennet, 673*b*
Seevers *v.* Gabel, 999*j*
Segal *v.* Ensler, 999*f*
Segelke *v.* Finan, 96, 101, 109
Seger *v.* Barkhamsted, 47
Segerstrom *v.* Lawrence, 1347
Segura *v.* Reed, 844
Seibel *v.* Sieman, 998
Seibold *v.* Rogers, 497*f*
Seidensparger *v.* Spear, 99
Seidler *v.* Burns, 457
Seifert *v.* Western U. T. Co., 881*b*
Seigworth *v.* Leffel, 762, 1060
Seiler *v.* Western U. T. Co., 886
Seim *v.* Krause, 419
Seitz *v.* People's Sav. Bank, 236, 238
Selby *v.* Hutchinson, 655*b*
v. Matson, 417
Selden *v.* Cashman, 182, 182*a*, 383*a*, 387
v. Jacksonville, 1115
v. James, 301*b*
v. Preston, 340*c*
Selders *v.* Brothers, 1251
Seldon *v.* Dudley E. Jones Co., 974
Selfridge *v.* Lithgow, 554
Seligman *v.* Dudley, 789, 972
Selkirk *v.* Cobb, 496
Sell *v.* Ward, 251
Sellar *v.* Clelland, 246, 441, 739
Sellars *v.* Foster, 1249
v. Kinder, 66
Selleck *v.* French, 310
v. Janesville, 221*b*, 486*a*
v. Tallman, 301*b*, 1021*a*
Seller *v.* Work, 818
Sellick *v.* J. Langdon & Co., 1355
Selma R. & D. R. R. *v.* Keith, 1137, 1151, 1165
v. Redwine, 1165
Selma Street & S. R. R. *v.* Owen, 1348
Selover *v.* Harpending, 793*a*
Selser *v.* Ferriday, 533
Seltzer *v.* Saxton, 486*c*
Sembler *v.* Cowperthwait, 1367
Semple *v.* Bank of British Columbia, 918
v. Whorton, 975
Senft *v.* Manhattan R. R., 1202
Senior *v.* Metropolitan Railway, 1103
Senglaup *v.* Acker Process Co., 947
Sensinger *v.* Boyer, 565*a*
Sentell *v.* Kennedy, 344
Serafina *v.* Galveston H. & S. A. Ry., 226*j*
Serenson *v.* Northern Pac. R. R., 1367
Serfling *v.* Andrews, 167, 984
Sergy *v.* Helena L. & R. Co., 1367
Serrell *v.* Collins, 1226
Serviss *v.* Ferguson, 599*c*
Serwe *v.* Northern P. R. R., 150, 865
Sesler *v.* Rolfe Coal & C. Co., 490
Sessions *v.* Pintard, 688
v. Romadka, 1230
Seton *v.* Delaware Ins. Co., 711
v. Hoyt, 337
Setzler *v.* Metropolitan St. Ry., 1348
v. Penn. S. V. R. R., 1142
Seven Brothers, The, 599*b*
Seventh St. P. M. Co. *v.* Schaefer, 648*a*
Seventy-Third St. Bldg. Co. *v.* Jencks, 973, 974
Sewall's F. B. Co. *v.* Fisk, 187
Sexton *v.* Brock, 1326, 1327
v. North Bridgewater, 1129
Seyfert *v.* Bean, 188, 988*a*
Seyfried *v.* Knoblauch, 966, 975, 981
Seymour *v.* Continental Insurance Co., 325
v. Davis, 1042
v. Fellows, 664*a*
v. Harvey, 554, 686
v. Ives, 505
v. McCormick, 1216, 1220, 1228, 1230, 1234, 1239

Seymour *v.* Merrills, 451
v. Oelrichs, 666
v. Van Slyck, 692*e*
Shaaber *v.* Reading City, 1154*a*, 1157
Shaber *v.* St. Paul, M. & M. Ry., 574*a*
Shackamaxon Bank *v.* Yard, 692*a*
Shackleford *v.* Helm, 341
Shadwell *v.* Hutchinson, 74
Shaefer *v.* Dickinson, 519
v. Gildea, 1067
Shaeffer *v.* Hodges, 704
Shafer *v.* Sloan, 418
v. Wilson, 182, 925, 927
Shafer, F. & C. S. Co. *v.* E. M. Upton C. S. Co., 312
Shaffer *v.* Austin, 481
v. Lee, 90, 636*i*, 636*j*
Shahan *v.* Smith, 531*a*
Shakespeare *v.* Markham, 616
Shakford *v.* Goodwin, 554
Shalgren *v.* Red Cliff Lumber Co., 1355
Shallenberger *v.* Standard S. M. Co., 642
Shaller *v.* Brand, 334
Shallies *v.* Wilcox, 1057
Shamp *v.* Lambert, 1309
Shanahan *v.* Transit Co., 171
Shankland *v.* Hamilton, 688*a*
Shanklin *v.* Gray, 101
Shanks *v.* Griffin, 655*c*
v. Stephens, 345
v. Stumpf, 377
v. Whitney, 1027
Shannahan *v.* Waterbury, 1151
Shannon *v.* Bruner, 1232*a*
v. Burr, 98, 101
v. Comstock, 206, 211, 612*a*, 711, 858, 1024
v. Dodge, 688
v. Loeb, 999*j*
v. Northern Pac. Ry., 1342
v. Simms, 462
Shano *v.* Fifth Ave. & H. St. B. Co., 1163, 1165
Sharon *v.* Mosher, 164*a*, 762
Sharon Town Co. *v.* Morris, 1293
Sharp *v.* Barker, 334
v. New York, 990*c*
Sharpe *v.* Bettis, 762
Sharpe *v.* Hunter, 683
v. Lee, 330
v. Southern Ry., 150, 189, 190, 850
Sharpley *v.* Brown, 1249
Sharp's Pub. Co. *v.* Grant, 636*c*
Sharpsville Furnace Co. *v.* Snyder, 753
Shartle *v.* Hutchinson, 447, 449
v. Minneapolis, 1326
Shatto *v.* Crocker, 458
Shattuck *v.* Adams, 98, 789, 793*a*
v. Lamb, 956
v. M'Arthur, 443
v. Stoneham Branch R. R., 1130
v. Wilton R. R., 340*b*
Shaubut *v.* St. Paul Ry., 35
Shaver *v.* J. Neils Lumber Co., 1359
Shaw *v.* Arden, 1038
v. Boston & W. R. R., 1327
v. Bradstreet, 962
v. Brown, 365
v. Chicago & G. T. Ry., 1359
v. Commiskey, 226*b*, 932, 948
v. Etheridge, 91
v. Ferguson, 80
v. Gilbert, 316, 439*f*
v. Hoffman, 21 Mich. 151; 1261
v. Hoffman, 25 Mich. 163; 188, 194
v. Holland, 736, 745
v. Jones, 610
v. Laughton, 567
v. Macon, 240
v. Norfolk County R. R., 346
v. Nudd, 734
v. Philadelphia, 1157
v. Picton, 288
v. Pilling, 1246*c*
v. Rigby, 326, 328
v. Shaw, 1012*a*
v. Smith, 191, 768
v. South Carolina R. R., 844
v. Southern Pac. R. R., 485*a*, 1326
v. Stone, 1189
v. Turnpike, 655*a*
v. Western U. T. Co., 849*a*, 894*a*
v. White, 921, 922
v. Wilkins, 959, 1012
Shaw-Walker Co. *v.* Fitzsimmons, 610
Shawe *v.* Felton, 713
Shawhan *v.* Van Nest, 752
Shawnee *v.* Slankard, 1306, 1354

[References are to sections]

Shawneetown *v.* Mason, 1138
Shay *v.* Camden & S. Ry., 43*i*
v. Thompson, 372, 384, 487
v. Tuolumne Water Co., 1282
Shea *v.* Campbell, 906
v. Kerr, 668
v. R. R., 490
Sheahan *v.* Collins, 451
v. Barry, 639, 641
Sheard *v.* United States Fidelity & Guaranty Co., 416
v. Welburn, 1017
Shearer *v.* Park Nursery Co., 768
v. Ranger, 976, 979
Shearon *v.* Henderson, 278
Sheedy *v.* Union Press Brick Works, 107
Sheehan *v.* Dalrymple, 273
v. Edgar, 86*c*, 180, 226*f*, 483
v. Fall River, 1154*a*
Sheehy *v.* Kansas City Cable R. R., 1123
Sheels *v.* Davies, 1038, 1068
Sheets *v.* Andrews, 959
v. Joyner, 987, 988
Sheffey *v.* Gardiner, 959, 981
Sheffield *v.* Linn, 823
v. Page, 207
Sheffill *v.* Van Deusen, 445, 449
Sheik *v.* Hobson, 362
Shelbourne *v.* Law Investment & Ins. Corp., 714
Shelby *v.* Metropolitan St. Ry., 366
v. Missouri Pac. R. R., 212, 842
Shelby County *v.* Castetter, 486
Shelbyville L. B. R. R. *v.* Lewark, 195, 593
Sheldon *v.* Baumann, 366
v. Boston & A. R. R., 1119
v. Carpenter, 458, 459
v. Leahy, 657
v. Martin, 334
v. Sherman, 653
v. Southern Express Co., 79
v. Upham, 546
v. Van Slyke, 71
Shelton *v.* French, 736
v. Gill, 420
v. Railroad Co., 865
Shelton Co. *v.* Birmingham, 1163
Shemel *v.* Givan, 310
Shenandoah Valley R. R. *v.* Shephard, 252, 1169, 1172*e*
Shenongo & A. R. R. *v.* Braham, 253, 932, 941, 1142
Shepard *v.* Brenton, 335
v. Chicago, R. I. & P. Ry., 44, 47, 865
v. Manhattan R. R., 1205*b*
v. Merrill, 448*c*
v. Milwaukee Gas Light Co., 182
v. Pettit, 934
v. Pratt, 1264
v. Ryers, 1019
Shepherd *v.* Gambill, 685*j*
v. Field, 818*b*
v. Hampton, 745, 513
v. Johnson, 508, 744
v. McQuilkin, 317
v. Pepper, 334
v. R. R., 1144
v. Shepherd, 311*e*
v. Willis, 1293
v. Young, 933
Shepherd, Croan & Co. *v.* Templeman, 735*c*
Sheppard *v.* Dowling, 656
Sherburne *v.* Orleans Cotton Press Co., 667
Sheridan *v.* Hibbard, 41, 47, 180, 481, 485
v. Van Winkle, 305
Sherlag *v.* Kelley, 570, 1257
Sherley *v.* Billings, 1359
Sherlock *v.* Alling, 67*a*, 583
v. Kimmell, 673*a*
v. Powell, 659
Sherman *v.* Billings, 762
v. Champlain Tr. Co., 667
v. Clark, 533
v. Connor, 618, 619
v. Dutch, 364, 366, 373*a*, 990*a*
v. F. R. Iron Works Co., 83, 223, 226*b*
v. Finch, 82
v. Gray, 426
v. Hudson R. R. R., 854
v. Mayor, 664
v. Milwaukee R. R., 95, 924, 924*a*
v. Parish, 36*a*
v. Philadelphia & R. R. R., 345

[References are to sections]

Sherman *v.* Rawson, 639
v. St. Paul, M. & M. R. R., 253
v. Savery, 918
v. Wells, 317, 844
v. Western Stage Co., 1367
Sherman Center Town Co. *v.* Leonard, 205, 608
Sherman G. & E. Co. *v.* Belden, 947, 948
Sherman House Hotel Co. *v.* Cirkle, 182*b*
Sherman S. & S. Ry. *v.* Eaves, 1365
Sherrell *v.* Goodrum, 692*d*
v. Shepard, 311*b*
Sherrick *v.* Wyland, 1027*a*
Sherrill *v.* Shuford, 550, 554
v. Western U. T. Co., 876
Sherrod *v.* Langdon, 125, 768, 769
Sherry *v.* Frecking, 1278
v. Schuyler, 60
Sherwood *v.* Chicago & W. M. Ry., 47, 481, 483, 484, 485
v. Hauser, 664*a*
v. Johnson, 970
v. Kyle, 1335
v. Lafayette, 1154*a*
v. Moore, 327
v. St. Paul, etc., R. R., 1165*b*
v. Sutton, 777
Sheyer *v.* Lowell, 1347
Shevalier *v.* Postal Tel. Co., 1151
Shibley *v.* Gendron, 438, 1334
Shields *v.* Anderson, 312
v. Henderson, 924, 931
v. Henry, 308
v. Lozear, 340*b*
v. Pettie, 762
v. Smith, 692*j*
v. Washington Tel. Co., 874, 890
Shiff *v.* Louisiana S. I. Co., 717
Shilling *v.* Carson, 451
Shimer *v.* Easton R. R., 1129, 1142
Shinn *v.* Wooderson, 302*a*
Shinnabarger *v.* Shelton, 1027
Ship Nathaniel Hooper, 841
Shipley *v.* Baltimore & Potomac R. R., 1148
v. Fifty Associates, 33
v. Hammond, 285
Shipman *v.* Bailey, 326
Shipman *v.* Fletcher, 20 D. C. 245; 458
v. Fletcher, 95 Va. 585; 341
v. Miller, 311*a*
v. State, 302, 310, 314
Shippen *v.* Curry, 556
Shippen & Robbin's Appeal, 1306
Shirely *v.* Cedar Rapids I. F. & N. Ry., 924, 932, 948
v. Jacobs, 1074
Shires *v.* O'Connor, 657, 659
Shirey *v.* Clark, 914
Shirk *v.* Lingeman, 1012, 1016
v. Mullen, 546
Shiverick *v.* R. J. Gunning Co., 932
Shobe *v.* Carr, 340*b*
Shock *v.* McChesney, 446
Shockey *v.* McCauley, 449
Shoe *v.* Maerky, 762
Shoemaker *v.* Acker, 624
v. Crawford, 989
v. U. S., 1162
Shollenberger *v.* Brinton, 270
Shook *v.* Laufer, 982
v. Peters, 386, 488
Shores *v.* Brooks, 363*a*, 373, 383*b*
Shores Lumber Co. *v.* Starke, 842
Short *v.* Abernathy, 278, 279*c*
v. Coffeen, 704
v. Kalloway, 804
v. Mattesin, 762
v. Moore, 644
v. Philadelphia, B. & W. R. R., 574*a*
v. St. Louis & S. F. R. R., 1342
v. Skipwith, 38
Short Route Transfer, etc., R. R. *v.* Fulton, 1165*a*
Shorthill *v.* Ferguson, 961, 981
Shortly *v.* Miller, 447
Shortridge *v.* Scarritt Estate Co., 47, 1358
Shortsleeve *v.* New York C. & H. R. R., 1347
Shose *v.* Neiswaanger, 741
Shotwell *v.* Boehm, 911
v. Dodge, 101, 937, 941
v. Jefferson Ins. Co., 725
v. Wendover, 54, 493*a*, 506
Shoulty *v.* Miller, 452
Shouse *v.* Neiswaanger, 734

[References are to sections]

Shover *v.* Myrick, 90, 633*a*
Showles *v.* Freeman, 678
Shows *v.* Pendry, 688, 688*a*
Shrader *v.* Cleveland, C., C. & St. L. Ry., 1152*a*
Shreffler *v.* Nadelhoffer, 681*a*, 688*a*
Shreve *v.* Brereton, 413, 417, 735
Shreveport & R. R. V. Ry. *v.* Hinds, 1162
Shroyer *v.* Bash, 687
Shryer *v.* Morgan, 1012*a*
Shubert *v.* Sonheim, 416
Shuler *v.* Garrison, 554
Shull *v.* Barton, 692*i*
Shult *v.* Barker, 950
Shultz *v.* Morrison, 685*m*, 984
Shulz *v.* Morrison, 682*a*
Shuman *v.* Smith, 988
Shumway *v.* Collins, 999*c*
v. Walworth & N. Manuf. Co., 121*b*
Shunick *v.* Thompson, 688*a*
Shupack *v.* Gordon, 359, 372
Shute *v.* Taylor, 415
Shuter *v.* Philadelphia, 1120
Shutt *v.* Loekner, 988
Sias *v.* Reed City, 482
Siber *v.* Larkin, 999*c*
Sibley *v.* Hoar, 226*l*
v. Nason, 67, 482
v. Pine County, 306
v. Prescott Ins. Co., 722
Sickels *v.* Borden, 1216, 1217, 1220
v. Fort, 1047
v. Herold, 314*b*
Sickman *v.* Lapsley, 341
Sickra *v.* Small, 448*c*, 451
Siddell *v.* Vickers, 1230
Sidener *v.* Essex, 1148, 1149
Sidmonds *v.* Brooklyn Heights R. R., 1355
Sieber *v.* Great Northern R. R., 1367
Siedler *v.* Seely, 1136
Sieferer *v.* St. Louis, 910
Sievers *v.* Brown, 1012*a*
Sigafus *v.* Porter, 778, 1030
Sigel-Campion Live Stock Com. Co. *v.* Holly, 492*a*, 495
Sigur *v.* Burguieres, 904
Sikes *v.* Wild, 1002, 1011
Silberhorn Co. *v.* Wheaton, 762
Silberstein *v.* Duluth News-Tribune Co., 614, 617
v. Houston, W. S. & P. F. R. R., 1357
v. Wm. Wicke Co., 1372
Silica *v.* Warden, The, 593
Sill *v.* Rood, 1060
Silliman *v.* Gano, 1171, 1256*h*
Sills *v.* Fort Worth & D. C. Ry., 580
Silsbe *v.* Lucas, 680
Silsby *v.* Foote, 1244
v. Michigan Car Co., 181, 482*a*
Silurian Mineral Spring Co. *v.* Kuhn, 170
Silva *v.* Homen, 990*a*
Silver *v.* Dom. Tel. Co., 360, 377
v. Kent, 373*a*, 374
Silver Creek N. & I. Co. *v.* Mangum, 927
Silver V. M. Co. *v.* Baltimore G. & S. M. & S. Co., 303
Simeon *v.* Lindsay, 226*o*
Simmes *v.* Hampson, 308
v. Marine I. Co., 841
Simmonds *v.* Henchy, 549
Simmons *v.* Bradford, 557
v. Brown, 182, 189, 942
v. Camp, 808*a*
v. Clark, 1030
v. Cutreer, 1060
v. Garrett, 334, 678
v. Haas, 1042
v. McConnell, 571*b*, 578
v. Ocean Causeway, 655*b*
v. St. Paul & Chicago Ry., 1148
v. Western U. T. Co., 894
Simmons, *In re*, 113 N. Y. Supp. 890; 1151
Simmons, *In re*, 114 N. Y. Supp. 575; 253
Simmons, *In re*, 121 N. Y. Supp. 113; 253
Simmons, *In re*, 125 N. Y. Supp. 697; 253
Simmons, *In re*, 127 N. Y. Supp. 940; 1171*b*
Simmons, *In re*, 141 App. Div. 120; 253
Simmons, Matter of, 1171*b*
Simon *v.* Allen, 667

Simon *v.* Lanius, 645
v. Levinson, 208
v. Seide, 107*d*
Simonds *v.* Cross, 1046
Simone *v.* Rhode Island Co., 43*d*, 43*h*, 486*c*
Simoneau *v.* Pac. E. Ry., 577
Simonin *v.* New York, L. E. & W. R. R., 860
Simons *v.* Brown, 184
v. Bushy, 47, 477
v. Clark, 1030
v. Patchett, 836
v. Walter, 306
v. Ypsilanti Paper Co., 636*a*, 753
Simons, *In re*, 253
Simpkins *v.* Low, 257
Simplex R. A. Co. *v.* Western R. & B. Co., 927
Simpson *v.* Alexander, 493*a*
v. Ball, 612, 667
v. Belvin, 959
v. Black, 640*a*
v. Davis, 1235, 1241
v. Feltz, 311*a*
v. Grayson, 473, 476
v. Griffin, 705, 803
v. Kansas City, 235*a*
v. Keokuk, 221, 225
v. London & N. W. Ry., 164, 182, 856*a*
v. M'Caffrey, 929*a*
v. McDonald, 655*e*, 656
v. Markwood, 363*a*, 387
v. N. Y., N. H. & H. R. R., 873
v. Pitman, 1326
v. Robinson, 104 La. 180; 1370
v. Robinson, 12 Q. B. 511; 447
v. Seavey, 946
Simpson Brick-Press Co. *v.* Marshall, 153
Simpson Bros. Corp. *v.* John R. White & Son, 419
Sims *v.* Glazener, 226*b*, 436
v. Goudelock, 304
v. Harris, 676
v. Willing, 304
Sinclair *v.* Bowles, 659
v. Stanley, 363*a*, 364, 935*a*
v. Tallmadge, 656, 657
Sinclair *v.* Tarbox, 435
Sines *v.* Superintendents of the Poor, 664
Sing *v.* Malcolm, 828
Singapore and Hebe, The, 587
Singer *v.* Farnsworth, 735*c*
v. Pearson-Page Co., 493, 493*a*, 1296
Singer Mfg. Co. *v.* Cramer, 1220
v. Holdfodt, 380, 1325
v. Potts, 1039
v. Reeves L. Co., 614
v. Reynolds, 681*a*
Singer S. M. Co. *v.* Phipps, 484, 1363
Singer S. N. Co. *v.* Phipps, 482
Single *v.* Schneider, 24 Wis. 299; 934
v. Schneider, 30 Wis. 570; 375, 534
Singleton *v.* Allen, 956, 977
v. Kennedy, 367, 777
v. Lewis, 345
v. Singleton, 311*c*
v. Southwestern R. R., 1342
v. Wilson, 606*a*, 613, 614
Sinker *v.* Diggins, 620, 760, 1044
v. Kidder, 189, 765
Sinnickson *v.* Johnson, 1107
Sinsheimer *v.* Tobias, 789
Sinskie *v.* Brust, 540
Sinton *v.* Greer, 325
Sioux City & P. R. R. *v.* Weimer, 1123
Sioux C. R. R. *v.* Brown, 331*a*
Sipple *v.* Laclede Gaslight Co., 1367
Sire *v.* Ellithope A. B. Co., 336
Sissing *v.* Beach, 1256
Sisson *v.* Cleveland & T. Railroad, 854
Sithin *v.* Shelby County Com'rs, 337
Sitton *v.* MacDonald, 134*a*
Sivley *v.* Sivley, 1338
Sixth Ave. R. R. *v.* Manhattan R. R., 1190
v. Metropolitan Elevated Railroad, 138 N. Y. 548; 1190
v. Metropolitan El. Ry., 56 Hun, 182; 1208
Skaaraas *v.* Finnegan, 836, 1012
Skaggs *v.* Emerson, 999*c*
Skagit R. & L. Co. *v.* Cole, 164
Skeen *v.* Springfield E. & T. Co., 256
Skinker *v.* Butler County, 340*b*
v. Clute, 314*b*

[References are to sections]

Skinn *v.* Reutter, 125
Skinner *v.* Allison, 109
v. Franklin Co., 346
v. London M. A. Corp., 107*a*
v. Phillips, 692
v. Pinney, 317, 493, 502, 934
v. Powers, 451
v. Tinker, 193
Skipper *v.* Clifton Manuf. Co., 380
Skipurth *v.* Clinch, 307
Skirving *v.* Stobo, 307
Skogland *v.* Minneapolis S. R. R., 85*c*
Skottowe *v.* Oregon Short Line Ry., 574*a*
Skrainka *v.* Oertel, 685*n*
Slack *v.* Stephens, 685*h*
Slade's Case, 1034
Slagle *v.* Entrekin, 681*a*, 692*j*
Slanter *v.* Favorite, 818*b*
Slater *v.* Emerson, 657
v. Kimbro, 468
v. Mersereau, 36*a*
v. Rink, 1345
v. Sherman, 372, 386
Slattery *v.* St. Louis, 1140, 1149, 1165*a*
Slaughter *v.* Denmead, 151
v. M'Rae, 762
v. Marlow, 755
Slauter *v.* Favorite, 814
Slavin *v.* State, 932
Slayback *v.* Jones, 1055
Sledge *v.* Reid, 191, 121*d*
v. Swift, 1031
Sleeman *v.* Waterous, 407, 415
Sleppy *v.* Bank of Commerce, 538
Slette *v.* Great Northern Ry., 1348
Sleuter *v.* Wallbaum, 734
Slezak *v.* St. Louis Transit Co., 1354
Slifer *v.* State, 565
Sligo Furnace Co. *v.* Holart-Lee Tie Co., 934
Slingerland *v.* Bennett, 442
v. International C. Co., 99
v. Swart, 303, 311*a*
Slipperly *v.* Stewart, 313
Sloan *v.* Alleghany Co., 762
v. Baird, 312, 313, 1007
v. Coburn, 531*a*
v. Dale, 673*d*
v. Edwards, 121*b*, 385
Sloan *v.* Gibbes, 801, 807*b*
v. Hart, 84, 984
v. Petric, 447
Sloane *v.* Langert, 683
v. McCauley, 1369
v. Southern Cal. R. R., 43*b*, 43*h*, 47, 121*b*, 1342
Slocum *v.* Riley, 554*a*
Sloggy *v.* Crescent Creamery Co., 164*a*, 765
Sloman *v.* Walter, 395
Sloss-Sheffield Steel & Iron Co. *v.* Drane, 571*b*
v. Holloway, 583
v. Mitchell, 214*b*
v. O'Neal, 366
v. Stewart, 485*a*
Slosson *v.* Beadle, 417, 423
Slusser *v.* Burlington, 655
Small *v.* Douthitt, 330
Small *v.* Pool, 777
v. Reeves, 973
Smalley *v.* Appleton, 1363
v. Railroad, 1148
v. Smalley, 373
Smalling *v.* Jackson, 170*a*, 200, 373*a*
Smart *v.* Allegart, 999*d*
v. Kansas City, 129*a*, 121*b*
v. O'Callaghan, 336
Smedes *v.* Bank, 819
v. Hooghtaling, 678
Smedley *v.* Hestonville M. & F. P. Ry., 860
Smeed *v.* Foord, 159, 164, 226*d*, 740
Smethurst *v.* Woolston, 514, 747
Smiles *v.* Hastings, 932
Smiley *v.* Barker, 723*a*
Smith *v.* Ackerman, 973
v. Alexander, 303
v. Alexandria, 1112
v. Am. Exp. Co., 851
v. Ankrim, 999*c*
v. Atlas P. C. Co., 614
v. Baechler, 504, 934
v. Bagwell, 360, 372, 386
v. Baker, 20 Fed. 79; 127*a*
v. Baker, 22 Blatch. 240; 214*a*
v. Bangham, 1106
v. Bates, 493
v. Benson, 905

[References are to sections]

Smith *v.* Bergengren, 423
v. Berry, 734, 737
v. Blair, 302*a*
v. Bolles, 778, 1029
v. Booth, 594, 598
v. Brady, 659
v. Braun, 639
v. Brown, 418
v. Buffalo, 339
v. Butler, 310
v. Carney, 979
v. Cashie & C. R. & L. Co., 665
v. Charter Oak L. I. Co., 730
v. Chicago & A. R. R., 108 Mo. 243; 171*a*
v. Chicago & A. Ry., 127 Mo. App. 160; 226*d*
v. Chicago C. & D. R. R., 221*a*, 228, 937
v. Chicago, P. & S. L. Ry., 1367
v. Colonial Mut. F. Ins. Co., 723
v. Commonwealth, 1171
v. Compton, 3 B. & A. 407; 805, 979, 982
v. Compton, 67 N. J. L. 548; 638
v. Condry, 175, 593, 596
v. Conrad, 306
v. Collidge, 750
v. Coopers, 339*a*
v. Corege, 376
v. Cozart, 762
v. Crosby, 607
v. Crouse, 688
v. Curran, 647*c*
v. Davis, 150 Ala. 106; 642
v. Davis, 44 Kan. 362; 970
v. Day, 685
v. Des Moines, 1347, 1348
v. Dickenson, 402
v. Dillingham, 535
v. Duffy, 778
v. Duke, 533
v. Dunlap, 276, 519, 734, 746
v. Dye, 361
v. Eau Claire, 1112
v. Erwin, 688
v. Eubanks, 182, 988*a*
v. Fahey, 372
v. Felt, 1334
v. First Cong. Meeting House, 657
Smith *v.* Flanders, 156, 194, 341, 642
v. Flannery, 1345
v. Fletcher, L. R. 7 Ex. 305; 33
v. Fletcher, 2 App. Cas. 781; 33
v. Floyd County, 1123, 1137
v. Foster, 661
v. Fox, 86*b*
v. Frio County, 1295
v. Frost, 223
v. Gale, 924
v. Geraty, 556
v. German Bank, 341
v. Goff, 80*a*
v. Gonder, 502, 933, 934
v. Goodman, 182, 376, 470
v. Grant, 44*a*
v. Green, 122 S. W. 919; 645
v. Green, 1 C. P. D. 92; 111, 125, 765, 769
v. Griffith, 228*c*, 249, 847
v. Gugerty, 657, 1291
v. Hall, 637, 638
v. Hartog, 53
v. Hatcher, 576, 580*a*
v. Healey, 60
v. Heibel, 1348
v. Hicks, 93 Pac. 138; 633*e*
v. Hicks, 14 N. M. 560; 937
v. Hill, 1291
v. Holcomb, 47, 358, 359
v. Honey, 1285
v. Houston, 531
v. Howell, 803, 1000
v. Hubbell, 444
v. Hudson, 973
v. Huesman, 681*a*
v. Hughes, 966, 973, 978
v. Huizar, 107*a*
v. Hyndman, 839
v. Independent Line of Telegraph, 886
v. Jansen, 686
v. Jefts, 106, 973
v. Johnson, 23 Cal. 63; 304
v. Johnson, 45 Iowa, 308; 673*d*
v. Johnson, 76 Pa. 191; 214*c*
v. Johnson, 2 Q. B. 61; 43*g*
v. Jones, 11 Tex. Civ. App. 18; 990*a*
v. Jones, 15 Johns. 229; 85
v. Kansas City, 1140, 1164, 1172*a*

[References are to sections]

Smith *v.* Keith & P. Coal Co., 734
v. Kirkpatrick, 1027, 1028
v. Knight, 310*a*
v. Lander, 1023
v. Lehigh V. R. R., 177 N. Y. 379; 573*a*, 580*a*
v. Lehigh V. R. R., 61 App. Div. 46; 1367
v. Leo, 45, 873*b*
v. Lichtenstein, 1309
v. Loag, 107*b*, 753
v. Lockwood, 946
v. London & N. W. Ry., 584
v. London & S. W. Ry., 121*b*, 139
v. Long Island R. R., 671
v. Los Angeles & P. Ry., 186, 620
v. Lovelace, 446
v. Lloyd, 968
v. Luse, 345
v. McGuire, 211, 858
v. McKinney, 270
v. McLean, 999*c*
v. Macomber, 1332, 1336
v. Macon, 687
v. Manufacturers' Ins. Co., 719
v. Mason, 807*b*
v. Masten, 1325
v. Matthews, 152 N. Y. 157; 377
v. Matthews, 6 Misc. 162; 368
v. Mayer, 762
v. Meyers, 1340
v. Middleton, 368
v. Miller, 565*a*
v. Mine & S. S. Co., 251
v. Morgan, 68 Wis. 358; 934*a*
v. Morgan, 73 Wis. 375; 333, 934*a*
v. Mosby, 689
v. Nassau Electric R. R., 1353
v. New Decatur, 932
v. New Haven & N. R. R., 854
v. New Jersey & H. R. R. & F. Co., 1309
v. Newell, 413
v. O'Donnell, 126*c*, 614, 647*b*
v. Osborn, 726*d*, 1041
v. Overby, 47
v. Owsley, 439*h*
v. Packard, 1027
v. Parker, 107*b*, 153*a*
v. Peat, 210, 999*h*
Smith *v.* Perry, 556
v. Pettel, 755
v. Phila., W. & B. R. R., 387
v. Philips, 82, 531*a*
v. Phillips, 984, 987
v. Pike, 336
v. Pittsburg, F. W. & C. Ry., 47, 865
v. Postal T. C. Co., 43*h*
v. Price, 623, 817
v. Pullman Co., 873*a*
v. Putnam, 310*a*
v. Putney, 565
v. R. R., 35 Ind. App. 188; 579
v. R. R., 63 N. Y. 58; 1164
v. Railway, 88 Tenn. 611; 1154*c*
v. Raleigh, 999*c*
v. Richardson, 844
v. Riddell, 789
v. Roby, 538
v. Rogers, 789
v. Royse, 901
v. St. Joseph, 55 Mo. 456; 486*a*
v. St. Joseph, 122 Mo. 643; 1140
v. St. Louis & S. F. R. R., 864*a*
v. St. Paul, M. & M. Ry., 43*h*
v. St. Paul, M. & N. R. R., 1165*a*
v. San Antonio, 927, 1130, 1166*d*
v. Sanborn State Bank, 45
v. Savin, 512*a*
v. Shaffer, 308
v. Shaw, 275
v. Shepard, 999*c*
v. Sherman, 1266
v. Sherry, 934*a*
v. Sherwood, 30, 363*a*, 364, 365, 367, 368, 436
v. Shumway, 451
v. Singles, 377
v. Sloss M. L. Co., 734
v. Smith, 4 Wend. 468; 400, 418
v. Smith, 39 Pa. 441; 452
v. Smith, 45 Vt. 433; 647
v. Snyder, 77 Va. 732; 734, 737, 753
v. Snyder, 82 Va. 614; 734
v. Spokane, 1354
v. Sprague, 238, 980*a*, 982
v. State, 692

[References are to sections]

Smith *v.* Steinkamper, 762
v. Stevens, 33 Colo. 427; 537
v. Stevens, 14 Colo. App. 491; 537, 538
v. Stewart, 1012*a*
v. Stewart, The, 599*c*
v. Strong, 964, 966
v. Symonds, 1325
v. Teer, 795
v. Thackerah, 104
v. Third Ave. R. R., 1347
v. Thompson, 55 Md. 5; 364, 366, 387
v. Thompson, 8 C. B. 44; 665
v. Tilden, 999
v. Times Co., 1335
v. Todd, 334
v. Tooke, 550
v. Turner, 314*b*
v. United States, 642
v. Vanderhorst, 678
v. Velie, 313
v. Wainright, 408, 410, 411, 418, 676
v. Washington, 1108, 1112
v. Way, 626
v. Wayne County, 112
v. Weed S. M. Co., 607
v. Werkheiser, 777
v. Western U. T. Co., 80 Neb. 395; 891
v. Western U. T. Co., 150 Pa. 561; 171*d*, 856*a*
v. Wheeler, 751
v. Whitaker, 331
v. White, 912
v. Whittier, 1354
v. Whiting, 98, 689
v. Whitman, 854
v. Wise, 999*c*
v. Woodfine, 639*a*
v. Wunderlich, 182, 365, 931, 984
v. Zent, 432*a*
Smith American Organ Co. *v.* Abbott, 999*i*
Smith Bros. & Co. *v.* New Orleans & N. E. R. R., 852
Smith County *v.* Labore, 1154
v. Louisville & N. R. R., 844
Smitha *v.* Gentry, 200
Smithwick *v.* Ward, 386
Smitson *v.* Southern Pacific Co., 484
Smittey *v.* Pinch, 1335
Smock *v.* Smock, 624, 737
Smoots *v.* Foster, 767
Smoot's Case, 758
Smyrna, L. & P. S. B. Co. *v.* Whillden, 196
Smyth *v.* Lichtenstein, 1309
Smythe *v.* U. S., 302
Snarr *v.* Granite Curling & Skating Co., 93*a*, 925
Snedecor *v.* Pope, 71, 126*b*, 363*a*, 364, 366, 929, 988*a*
Sneed *v.* Hanly, 311*e*
v. Marysville Gas & Electric Co., 574
Sneesby *v.* Lancashire & Y. Ry., 124
Snell *v.* Cottingham, 159, 187, 648*a*
v. Delaware Ins. Co., 712
v. Iowa H. Co., 979
v. Remington Paper Co., 614
Sneller *v.* Hall, 984, 984*a*
Snelling's Adm'r *v.* Atchison, 325
Sneve *v.* Lunder, 387
Snickles *v.* St. Joseph, 1270
Snider *v.* Snider, 956
Snively *v.* Fahnestock, 373*a*
Snoddy *v.* Foster, 692*i*
Snodgrass *v.* Chicago, 1171
v. Reynolds, 185, 984, 987
v. Snodgrass, 692*j*
Snouffer *v.* Chicago & N. W. Ry., 1162
Snow *v.* Boston & M. R. R., 1295
v. Carpenter, 387
v. Carruth, 1068
v. Eastern R. R., 1288
v. Grace, 1258
v. Nowlin, 316
v. Pulitzer, 134, 189, 988*a*
v. Schomacker Mfg. Co., 764, 770
v. Ware, 650
Snowden *v.* Kittanning Ins. Co., 722
v. Waterman, 105 Ga. 384; 769
v. Waterman, 110 Ga. 99; 319
Snyder *v.* Boviard, 337
v. Frankfield, 691*a*
v. Lake Shore & M. S. Ry., 1367
v. Lane, 979
v. Nowlin, 1027

[References are to sections]

Snyder *v.* Walker, 673*f*
v. Western Union R. R., 1148
So Relle *v.* Western U. T. Co., 45*a*, 894
Sobel *v.* N. Y. El. R. R., 1194
Sobieski *v.* St. Paul & D. R. R., 1357
Social Register Assoc. *v.* Murphy, 1246
Société Anonyme *v.* Western Distilling Co., 1246*c*
Société des Voiliers *v.* Oregon R. & N. Co., 593
Society for Prop. of Gospel *v.* Wheeler, 962
Soderman *v.* Troy Steel & Iron Co., 1354
Soher *v.* Supervisors, 337
Sohier *v.* Williams, 301*b*
Solen *v.* Virginia & T. R. R., 13 Nev. 106; 1326
v. Virginia & T. R. R., 14 Nev. 405; 334
Sollee *v.* Meugy, 304
Solms *v.* Lias, 1261
Solomon *v.* Chesley, 237
v. New York City Ry., 437
Somenfield Millinery Co. *v.* People's R. R., 316
Somerby *v.* Tappan, 644
Somers *v.* Musolf, 989
v. Wright, 613
Somerville & E. R. R. *v.* Doughty, 253, 1149
Sommer *v.* Adler, 534
Sondegard *v.* Martin, 361
Sondes, Lord, *v.* Fletcher, 603
Sonka *v.* Chatham, 636*c*
Sonneberg *v.* Levy, 251
Sonneborn *v.* Stewart, 182, 468
Sontag *v.* O'Hare, 992
Soper *v.* New York, 941
Sopp *v.* Winpenny, 911, 919
Sopris *v.* Lilley, 78
v. Webster, 531
Sorenson *v.* Oregon Power Co., 1356
Sorgenfrei *v.* Schroeder, 47
Sossitti *v.* Valente, 189
Soulard *v.* St. Louis, 924*a*
Soule *v.* Soule, 308*a*
v. Union Bank, 623
v. White, 76
South *v.* Leary, 312
South & N. A. R. R. *v.* McLendon, 41, 47, 180, 226, 481, 485
v. Wood, 246, 844, 1297
South African Territories *v.* Wallington, 622
South Bend *v.* Paxon, 942, 947, 948
South Bound Brick Co. *v.* Goller, 46*a*
South C. & C. S. Ry. *v.* Gest, 762
South Carolina *v.* Port Royal, etc., R. R., 310
South Carolina Society *v.* Johnson, 692*b*
South Covington & C. S. Ry. *v.* Quinn, 1342
v. Raymer, 1257, 1258
v. Weber, 1357
South Memphis L. Co. *v.* McLean H. L. Co., 630
South Park Comrs. *v.* Dunlevy, 253, 331*a*, 1151
South Penn Oil Co. *v.* Stone, 685*a*
South Omaha *v.* Fennell, 1348
South Side Realty Co. *v.* St. Louis & S. F. R. R., 942
South Texas Tel. Co. *v.* Huntington, 621
Southall *v.* Farish, 801
Southard *v.* Rexford, 45, 637, 640*a*
Southcombe *v.* Armstrong, 364
Southern Bell Tel. Co. *v.* Cassin, 571*c*
Southern Building & Loan Assoc. *v.* Price, 655*f*
Southern C. & F. Co. *v.* Adams, 385
Southern C. P. & M. Co. *v.* Bradley, 368
Southern C. R. R. *v.* Moravia, 325, 339
Southern Car & F. Co. *v.* State, 332
Southern Cotton Oil Co. *v.* Heflin, 636*c*, 752
v. Henshaw, 909*a*
Southern Cotton Press Co. *v.* Galveston Wharf Co., 1143
Southern Exp. Co. *v.* Briggs, 854
v. Brown, 378, 1263
v. Crook, 851
v. Fox, 852
v. Hanaw, 854
v. Owens, 251, 851
v. Wood, 844
Southern F. & G. Co. *v.* McGeehan, 734

[References are to sections]

Southern H. & S. Co. *v.* Standard E. Co., 226*a*
Southern I. & E. Co. *v.* Holmes Lumber Co., 220, 226
Southern I. R. R. *v.* Moore, 575, 580*a*
Southern Ins. Co. *v.* White, 302
Southern K. Ry. *v.* Burgess, 852
v. Clark, 873
v. Isaacs, 226*b*
v. McSwain, 44, 47
v. O'Loughlin L. & C. Co., 843*a*
v. Rice, 42, 47, 368, 380
Southern Marble Co. *v.* Darnell, 941
Southern Oil Works *v.* Bickford, 1302
Southern Pac. Co. *v.* American Well Works, 607
v. Ammons, 43*f*
v. Arnett, 317
v. Blake, 1365
v. Craner, 1342
v. Fitchett, 1331
v. Hall, 485*a*
v. Hart, 1326
v. Hetzer, 47
v. Lafferty, 574*a*, 575
v. Maddox, 851
v. Tomlinson, 1330
v. Wilson, 1367
Southern P. R. R. *v.* San Francisco Savings Union, 1166*c*
Southern Ry. *v.* Barlow, 222, 865
v. Barr, 368
v. Brewer, 105 S. W. 160; 1363
v. Brewer, 117 S. W. 958; 1353
v. Bryant, 1342
v. Bunt, 377*a*
v. Burgess, 1349
v. Cash, 1347
v. Coleman, 856
v. Covenia, 573, 575
v. Crowder, 67, 226*f*, 486
v. Cunningham, 1306
v. Davis, 368
v. Dunlop Mills, 339
v. Ethridge, 70
v. Evans, 574*a*
v. Goddard, 97 S. W. 392; 1349, 1364
v. Goddard, 108 S. W. 890; 1354
v. Gossett, 1256*i*
Southern Ry. *v.* Graddy, 852
v. Greenville, 303
v. Hutcheson, 486
v. Isom, 1356
v. Johnson, 70 S. E. 69; 96
v. Johnson, 101 S. W. 929; 1347
v. Jones Cotton Co., 844
v. Kendrick, 387
v. Lanning, 380
v. Lee, 101 S. W. 307; 368
v. Lee, 119 S. W. 170; 1347
v. Lewis, 856*a*
v. McEntire, 373
v. McGowan, 481
v. Miller, 110 S. W. 351; 212
v. Miller, 120 S. W. 278; 1342
v. Moody, 152
v. Myers, 159, 161, 863
v. Nowlin, 1342
v. O'Bryan, 363
v. Petway, 171*a*
v. Poetker, 1172*a*
v. Proctor, 368
v. Scanlon, 1367
v. Simmons, 490
v. Smith, 203
v. Stearns, 226*a*, 226*d*
v. T. A. Hatter & Son, 844
v. Thurman, 363, 365
v. Turner, 1347
v. Wallis, 1342
v. Webb, 851, 853
Southern W. L. Co. *v.* Haas, 311*a*
Southern W. M. C. & C. Co. *v.* Davenport, 975
Southgate *v.* Atlantic & P. R. R., 314
Southside R. R. *v.* Daniel, 85*c*, 1110
Southwestern C. S. O. Co. *v.* Stribling, 633*b*
Southwestern Ins. Co. *v.* Woods Nat. Bank, 301
Southwestern M. Ry. *v.* Harvers, 1165
Southwestern P. C. Co. *v.* Reitzen, 464
Southwestern R. R. *v.* Paulk, 43*h*
v. Rowan, 734
v. Singleton, 1348
Southwestern T. & T. Co. *v.* Abeles, 1359
v. Flood, 987*a*
v. Luckett, 370

[References are to sections]

Southwestern T. & T. Co. *v.* Smithdeal, 1149, 1152*a*, 1166*e*
v. Solomon, 897*a*
v. Wilcoxson, 897*a*
Sowell *v.* Champion, 564
Sowers *v.* Sowers, 364, 377, 386, 451
Soyer *v.* Great Falls Water Co., 574*a*
Spade *v.* Lynn & B. R. R., 168 Mass. 285; 43*b*, 43*d*, 43*f*
v. Lynn & B. R. R., 172 Mass. 488; 43*d*, 43*i*, 140
Spader *v.* Frost, 686
Spafford *v.* Goodell, 107*d*
v. McNally, 614
Spahn *v.* Willman, 667
Spain *v.* Arnot, 674
v. Clements, 545
Spalding *v.* Mason, 1256*k*
v. Vandercrook, 1060, 1067
Spanish & P. S. S. S. Co. *v.* Bell, 506*a*
Sparhawk *v.* Walpole, 1154*a*
Spark *v.* Heslop, 795
Sparkman *v.* Western U. T. Co., 879
Sparks *v.* Bassett, 209, 991
v. Garrigues, 345
v. McCrary, 127*a*
v. Purdy, 492*a*
v. Reliable D. M. C. Co., 834*d*
Sparks Mfg. Co. *v.* Newton, 1164
Sparr *v.* Wellman, 316
Sparrow *v.* Paris, 418
Spaulding *v.* Arlington, 1109
v. Chicago, St. P. & K. C. R. R., 573*a*, 584
v. Lord, 330
v. Page, 1217, 1219, 1220
Speakman *v.* Price, 752
Spear *v.* Hiles, 360, 372, 385, 457
v. Hill, 684
v. Hubbard, 358
v. Smith, 400, 410
v. Stacy, 679*b*
v. Sweeney, 1345
Specialty Furniture Co. *v.* Kingsbury, 738
Speck *v.* Gray, 1338
Speading *v.* Nevell, 835, 838
Speed *v.* Hollingsworth, 1027, 1028
Speer *v.* Phœnix M. L. I. Co., 730
v. Vanorden, 312
Speirs *v.* Union Drop Forge Co., 90, 199
Speiser *v.* Bank, 311*c*
Spellings *v.* Parks, 639
Spellman *v.* Bannigan, 992
Spence *v.* Board of Commissioners, 655
v. Duffield, 762
v. Hector, 803, 805
v. R. R., 1149
Spencer *v.* Cramblett, 1337
v. Halstead, 205
v. Hamilton, 993
Spencer *v.* Kilmer, 941
v. McMasters, 447, 1326
v. Maxfield, 326
v. Metropolitan St. Ry., 1140
v. Murphy, 226*i*, 235*a*
v. Perry, 677
v. Pierce, 301
v. Prindle, 27*o*
v. St. Paul & S. C. Ry., 21 Minn. 362; 1265
v. St. Paul & S. C. R. R., 22 Minn. 29; 929
v. San Francisco Brick Co., 368
v. Simmons, 638, 638*a*, 640*a*
v. Tilden, 400
v. Vance, 493
v. Woodbridge, 308*a*
Spencer Savings Bank *v.* Cooley, 793*a*
Sperb *v.* Metropolitan Elevated Railroad, 1190
Sperier *v.* Ott, 43*g*
Sperry *v.* Siedel, 366
Sperry & Hutchinson Co. *v.* O'Neill, Adams Co., 616
Spicer *v.* Chicago & N. W. Ry., 860
v. Hoop, 418
v. Waters, 496
Spiero *v.* New York C. & H. R. R. R., 212
Spiers *v.* Halsted, 735*c*
Spigelmoyer *v.* Walter, 940, 1265
Spiking *v.* Consolidated Ry. & P. Co., 574
Spilman *v.* Roanoke Nav. Co., 93
Spink *v.* Mueller, 618, 646*a*
v. New York, N. H. & H. R. R., 733
Spinney *v.* Hill, 673*b*

Spires *v.* Middlesex & M. E. L. H. & P. Co., 1353
Spiro *v.* Felton, 580
Spivey *v.* McGehee, 683
Spofford *v.* Rhode Island Suburban Ry., 1347
v. Rowan, 1031
Spohn *v.* Missouri Pac. Ry., 1258
Spokane & Idaho Lumber Co. *v.* Loy, 678
Spokane & P. Ry. *v.* Lieuallan, 1151
Spokane Falls & N. R. R. *v.* Ziegler, 1154*a*
Spokane Traction Co. *v.* Granath, 1123, 1130, 1143*a*
Spokane Truck & D. Co. *v.* Hoefer, 358
Spolin *v.* Mo. Pac. Ry., 43*f*
Spooner *v.* Cady, 564
v. Daniels, 364
v. Keeler, 448*c*
v. Warner, 334
Spoor *v.* Holland, 78
Spotten *v.* De Freest, 777
Sprague *v.* Atlee, 1357
v. Baker, 956
v. Barrels of Flour, 599*c*
v. Brown, 58, 494
v. Craig, 638, 641*b*
v. Lea, 671
v. McKinzie, 58, 226*c*
v. Morgan, 612
v. Seymour, 686
v. Sprague, 304
v. Wells, 679*a*
v. West, 857
v. Western U. T. Co., 876, 880, 895
v. Worcester, 1110
Sprague N. B. *v.* Erie R. R., 932
Spray *v.* Ammerman, 1044
Spreckels *v.* Gorrill, 777
Sprenger *v.* Tacoma Traction Co., 865
Spring *v.* Chase, 979, 987
v. Haskell, 844
v. Olney, 236
v. South Carolina Ins. Co., 341
Spring City Gas Light Co. *v.* Pennsylvania, etc., R. R., 1161
Spring Valley W. W. *v.* Drinkhouse, 1171*e*
Springdale C. A. *v.* Smith, 613
Springer *v.* Berry, 1023
v. Chicago, 1138
v. Riley, 989
Springfield *v.* Dalby, 1165*b*
Springfield & M. Ry. *v.* Henry, 1164
v. Rhea, 1110, 1134, 1155, 1149, 1164
Springfield & S. Ry. *v.* Calkins, 1294, 1295
Springfield, City of *v.* Schmook, 1140
Springfield Consol. Ry. *v.* Johnson, 1350
v. Wright, 1347
Springfield E. L. & P. Co. *v.* Calvert, 1367
Springfield Milling Co. *v.* Barnard & Leas Manuf. Co., 657
Springfield Nat. Bank *v.* Coleman, 302*a*
Springstein *v.* Field, 451
Springwell *v.* Detroit P. & N. R. R., 416*a*
Sproul *v.* Huston, 107*b*
Sproule *v.* Ford, 519
Sprout *v.* Newton, 762
Spruill *v.* Davenport, 1016
Spry *v.* Missouri, K. & T. Ry., 872
Spunner *v.* Roney, 1326
Spurck *v.* Dean, 664
Spurrier *v.* Elderton, 805
Squier *v.* Gould, 1265
Squire *v.* Hollenbeck, 60, 79
v. Somerville, 1151
v. Western U. T. Co., 113, 882
v. Wright, 667
Squires *v.* Elmwood, 417
Staab *v.* Borax Soap Co., 734
Staal *v.* Grand St. & N. R. R., 172, 172*a*
Staats *v.* Herbert, 684*a*
v. Ten Eyck, 316, 957, 981, 983
Stacy *v.* Graham, 305
v. Kemp, 1040
v. Portland Pub. Co., 361
Staderman *v.* Heins, 664
Stadler *v.* Grieben, 91
v. Milwaukee, 1169
Staed *v.* Rossier, 961, 981
Stafford *v.* Lang, 259
v. Oskaloosa, 42, 47, 180, 481, 485
v. Providence, 1151, 1162
v. Rubens, 584*a*
v. Shortreed, 418, 426

[References are to sections]

Stafford *v.* Western U. T. Co., 897
Stahler *v.* Philadelphia & R. Ry., 67, 583
Stahnka *v.* Kreitle, 1250
Stahr *v.* Hickman Grain Co., 737
Stainback *v.* Rae, 587
Staker *v.* Begole, 310
Stallings *v.* Corbett, 364
v. Whittaker, 364
Stambaugh *v.* Smith, 968, 973, 979
Stamps *v.* Tennessee Producers' Marble Co., 314*b*
Stanard *v.* Eldridge, 967, 973
Stanberry *v.* Dickerson, 834*a*
Stanbrough *v.* Barnes, 903
Standard Amusement & Mfg. Co. *v.* Champion, 182
Standard B. F. Co. *v.* Breed, 635
Standard D. & D. Co. *v.* Hill, 1257
Standard Oil Co. *v.* Denton, 90
v. Tierney, 1355
Standard Supply Co. *v.* Carter, 165, 189, 630, 735*c*
Standard S. M. Co. *v.* Royal Ins. Co., 722
Standen *v.* R. R., 486*a*
Standlee *v.* St. Louis S. W. Ry., 580*a*
Standley *v.* Railway, 937
Staneley's Case, 349
Stanfield *v.* Phillips, 1271
Stanfield's Estate, *In re*, 301*c*
Stanford *v.* A. F. Messick Grocery Co., 363
v. Coram, 324*a*
v. McGill, 636*d*
Stanley *v.* Carey, 565
v. Citizens' Coal & Coke Co., 497*f*
v. Donoho, 537
v. Montgomery, 415
v. Schumpert, 96
v. Turner, 999*a*
Stanley Dollar, The, 862
Stansell *v.* Western U. T. Co., 894
Stanton *v.* Embrey, 1303
v. Henderson, 1272
v. Miller, 633*a*
v. N. Y. & E. Ry., 96
v. Pritchard, 934
v. Small, 753
Stanwood *v.* Flagg, 269
Stanwood *v.* Malden, 1119
v. Whitmere, 445
Staple *v.* Spring, 949
Staples *v.* Dean, 961, 966
v. Parker, 407, 413
v. Schmid, 378, 1336
v. White, 685*g*
Stapleton *v.* King, 745
Star of India, The, 1 P. D. 466; 593
Star of India, The, 3 Aspin. 261; 589
Star Glass Co. *v.* Morey, 1048, 1060
Starbird *v.* Barrows, 121*b*, 1325, 1328
Starbuck, The, 587
Starck *v.* Washington U. C. Co., 1354
Starin, The, 592
Stark *v.* Alford, 762
v. Coffin, 269, 271
v. Epler, 1263
v. Hunton, 339*a*
v. Johnson, 47
v. Olney, 316, 324*a*, 959, 964, 966
v. Parker, 673*f*
v. Price, 313*a*, 319
v. Raney, 684*a*
v. Starr, 917, 918
Starkey *v.* Bank of England, 837
v. Waite, 529
Starkweather *v.* Quigley, 1263
Starne *v.* Barr, 326
Starnes *v.* Pine Woods Lumber Co., 1359
v. Railroad, 851
v. Schofield, 695*c*
Starr *v.* Light, 734
v. Stark, 908
Starr-Hardnett *v.* Edmeiston Co. *v.* Missouri, K. & T. Ry., 844
Starr Pub. Co. *v.* Charles Knosher & Co., 633*f*
Startup *v.* Cortazzi, 220, 228*h*, 508, 735*b*, 745
State *v.* Allen, 682*a*
v. Andrews, 682
v. Atherton, 694
v. Baden, 554*d*
v. Baltimore & O. R. R., 575
v. Beackmo, 1160*a*
v. Beard, 664
v. Berning, 681*a*, 692*c*
v. Berry, 692*b*

[References are to sections]

State *v.* Binney, 682*a*
v. Bird, 692*d*
v. Bishop, 106
v. Blakemore, 678
v. Bloxom, 692*j*
v. Bobleter, 692*f*
v. Boone, 692*h*
v. Bowen, 324*a*
v. Bradshaw, 688
v. Buck, 692*f*
v. Case, 103
v. Caldwell, 554
v. Cayee, 692*i*
v. City of Kansas, 1140
v. City of St. Louis, 1128
v. Clarke, 934
v. Cobb, 545
v. Coombs, 682
v. Copeland, 692*f*
v. Corey, 692*a*
v. Corron, 416
v. Corwin, 685*j*
v. Court, 28 Mont. 544; 1123
v. Court, 30 Mont. 219; 1123
v. Daniels, 692*b*
v. Davis, 96 Ind. 539; 693
v. Davis, 117 Ind. 307; 107*a*
v. Dawson, 1107
v. Deer Lodge, 1123
v. Dickmann, 1271*a*
v. Digby, 1130
v. District Court, 1152*a*
v. Dixon, 692*i*
v. Dodd, 413
v. Druly, 692*i*
v. Edwards, 550
v. Elliott, 692*d*
v. Eskridge, 692*i*
v. Estes, 678
v. Evans, 3 Ill. 208; 1138
v. Evans, 83 Mo. App. 301; 461, 462
v. Falls, 554*a*
v. Fargo, 684
v. Finn, 13 Mo. App. 285; 692*i*
v. Finn, 23 Mo. App. 290; 692*c*
v. Finn, 87 Mo. 310; 131
v. Flarsheim, 682, 682*a*
v. Ford, 692
v. Fox, 441
State *v.* Gage, 682, 682*a*
v. Gatzweiler, 692*f*
v. Gregory, 692*j*
v. Guenther, 324*a*
v. Harper, 692*f*
v. Harrington, 316
v. Hill, 692*f*
v. Hinsdale-Doyle Granite Co., 679*b*
v. Hope, 293, 493*a*
v. Houston, 692*f*
v. Hudson Co. Board, 1148
v. Hug, 235*a*
v. Ingram, 618
v. Johnson, 692*i*
v. Kurtzeborn, 692*b*
v. Lackey, 692*d*
v. Lawson, 2 Gill, 62; 692*i*
v. Lawson, 4 Gill, 62; 553, 554
v. Lyle, 1148
v. Lines, 558
v. McAlpin, 692
v. MacDaniel, 693
v. McDonough, 692*a*
v. McGlothlin, 681*a*
v. McHale, 682
v. McKeon, 682
v. Mangum, 692*i*
v. Mayes, 338
v. Medford, 685*j*, 685*m*
v. Miller, 180 Fed. 796; 1363, 1365, 1369
v. Miller, 23 N. J. L. 383; 1148
v. Miles, 103
v. Modvell, 1031
v. Moore, 74 Mo. 413; 692*f*
v. Moore, 56 Neb. 82; 692*a*
v. Multnomah County, 332
v. Myers, 692*i*
v. Nevin, 692*f*
v. New Jersey & N. Y. R. R., 1148
v. Newcomer, 554, 692*i*
v. Northern C. Ry., 1031
v. Nutter, 681*a*
v. Olney, 975
v. O'Neill, 682*a*
v. Pacific Guano Co., 935
v. Paul, 692*e*
v. Perkins, 692
v. Peterman, 692*k*

[References are to sections]

State *v.* Pool, 692*i*
v. Powell, 214
v. Price, 295
v. Purcell, 685
v. Reinhardt, 106
v. Richardson, 311*d*
v. Ruggles, 692
v. Ryland, 692*g*
v. Ryley, 682
v. Sandusky, 677, 678
v. Sarratt, 333
v. Scoggin, 676
v. Shardlow, 1167
v. Shobe, 682*a*
v. Smith, 26 Mo. 226; 692*e*
v. Smith, 31 Mo. 566; 248*a*, 432*a*
v. Stark, 682
v. State T. B. Co., 1172*a*
v. Steen, 333
v. Stevens, 386
v. Strange, 692*k*
v. Suffield & T. B. Co., 1149
v. Sunapee Dam Co., 1256*d*
v. Taylor, 10 S. D. 182; 692
v. Taylor, 68 S. E. 379; 685*k*
v. Taylor, 10 Oh. 378; 420
v. Thomas, 680
v. Thresher, 692*j*
v. Timmons, 692*i*
v. Tittmann, 692*k*
v. Van Winkle, 332
v. Vogel, 334
v. Wall, 692*d*
v. Ward, 149
v. Warner, 312
v. Washburn, 692*k*
v. Wayman, 678
v. Weston, 73
v. Windley, 692*g*
v. Young, 692*a*
State Bank *v.* Brennan, 692*i*
v. Johnson, 694
v. Locke, 692
v. Martin, 565*a*
v. Northam, 310
State ex rel. Armour Packing Co. *v.* Dickmann, 103
State ex rel. Polster *v.* Miles, 692*i*
State ex rel. Schreiber *v.* Dickmann, 692*i*
State Ins. Co. *v.* Jamison, 818*a*
v. Taylor, 722
State Line R. R. *v.* Playford, 1149
State of California, The, 593
State Treasurer *v.* Mann, 694
States *v.* Durkin, 183
Statler *v.* George A. Ray Mfg. Co., 44
Staton *v.* Com., 558
Stauffer *v.* Garrison, 691*d*
v. Miller Soap Co., 936
Stavers *v.* Cushing, 636*n*
Steadman *v.* Venning, 1330
Steamboat Co. *v.* Whilldin, 593
Steamboat New World *v.* King, 368
Steamship Mediana, The, *v.* The Lightship Comet, 96, 243*a*, 243*b*
Steam Stone Cutter Co. *v.* Windsor Mfg. Co., 1218, 1244
Stearine Kaarsen Fabriek Gonda Co. *v.* Heintzmann, 823
Stearn *v.* Hesdorfer, 980*a*
Stearns *v.* Barrett, 407, 410
v. Brown, 311*b*
v. City of Richmond, 1117
v. Lake Shore & M. S. Ry., 666
v. McCullough, 762
v. McGinty, 125, 435
v. Marsh, 80, 1046
v. Mason, 312
v. Stearns, 789
v. Swift, 921
Stebbing *v.* Metropolitan Board of Works, 1081
Stebbins *v.* Wolf, 959, 978, 981, 982
Steber *v.* Chicago & G. W. Ry., 942
Stecker *v.* Weaver C. & C. Co., 742*a*
Steed *v.* McRae, 668
Steel *v.* Gordon, 685*e*, 685*h*, 685*j*
v. Kurtz, 573*a*, 579
v. People's Oil & Gas Col, 423
Steele *v.* Frierson, 301*c*
v. Hanna, 340*b*
v. M. E. Andrews & Sons, 766
v. President, etc., of Western Inland Block Navigation, 1108
v. Sawyer, 705
v. Thatcher, 685*m*
v. Thompson, 36*a*, 1247, 1255
v. Western Inland L. N. Co., 1277, 1278

[References are to sections]

Steenburgh *v.* McRorie, 373
Steenrod *v.* Wheeling, P. & B. R. R., 301*b*
Steeples *v.* Newton, 660
Steer *v.* Brown, 413
v. Crowley, 107*c*
Steere *v.* Benson, 703
v. Hoagland, 316
Steers *v.* Liverpool & N. Y. & P. S. Co., 873
Stees *v.* Kemble, 452
Steever *v.* Beehler, 449
Steffen *v.* Mississippi River, etc., R. R., 842
Steger *v.* Barrett, 71
Stehr *v.* Mason C. & F. D. Ry., 1123
Steiger *v.* Hillen, 921
Steiglider *v.* Missouri Pac. R. R., 84*a*
Stein *v.* Burden, 99,
v. Cozart, 682, 682*a*
v. Lafayette, 1108, 1110
v. Metropolitan Elevated Railway, 1205
v. Steamboat Prairie Rose, 85
Steinback *v.* State, 692*b*
Steinberger *v.* Western U. T. Co., 371*a*
Steinbock *v.* Evans, 678, 686
Steinbuchel *v.* Wright, 1331
Steinburg *v.* Gebhardt, 655*b*
Steiner *v.* Moran, 41, 481, 485
Steinhart *v.* Doellner, 805
Steinhardt *v.* Phelps, 762
Steinman *v.* McWilliams, 451
Steinmetz *v.* Metropolitan El. R. R., 1198*b*
Steketee *v.* Kimm, 1282
Stell *v.* Paschall, 363, 537
Stelle *v.* Lovejoy, 688
Stemmer *v.* Scottish Ins. Co., 312, 724
Stemmerman *v.* Nassau El. R. R., 1329
Stenger *v.* Carrig, 334
Stephen Morgan, The, 587
Stephen *v.* Woodruff, 135
Stephens *v.* Bridge Co., 419
v. Burgess, 301*b*
v. Crawford, 676
v. Gravit, 1337
v. Hannibal & S. J. R. R., 41, 180, 226*f*
v. Hendee, 692*a*
Stephens *v.* Howe, 271
v. Koonce, 317
v. Schmidt, 1355
v. Taylor, 377*b*
Stephenson *v.* Allison, 695*c*
v. Axon, 301*c*
v. Harrison, 1011
v. Little, 505
v. Piscataqua F. & M. Ins. Co., 710
v. Price, 516*c*
v. Repp, 622*b*, 765
v. Thayer, 256
v. Wright, 55, 383*a*
Stepp *v.* Croft, 448*d*
Sterling *v.* Peet, 962, 966, 982
Sterling O. Co. *v.* House, 607, 633
Sterling, The, 590
Stern *v.* People, 301, 303, 310
v. Rosenheim, 193*a*, 834*c*
Sternberger *v.* Manhattan R. R., 1201
Sterne *v.* Benbow, 1022
Sternfels *v.* Metropolitan St. Ry., 577, 1367
Sterrett *v.* Kaster, 76
Stetson *v.* Bangor, 1160*a*
v. Crocksey, 777
v. Faxon, 35, 1194
Steuart *v.* State of Maryland, 32
Stevens *v.* Barringer, 339, 341
v. Cedar Rapids, 1112*a*
v. Corbitt, 302*a*
v. Danbury, 1160
v. E. & N. A. Ry., 1347
v. Freidman, 359
v. Gwathmey, 341
v. Hollister, 906
v. Ins. Co., 722*a*
v. Lockwood, 85
v. Low, 54, 317, 492
v. Lyford, 734, 739, 753, 1261
v. McClure, 101
v. New Jersey & H. R. Ry., 1364
v. New York El. R. R., 1194
v. Rogers, 106, 109
v. Rowe, 556
v. Sabin, 565*b*
v. Simmons, 302*a*
v. State, 214*b*
v. Stevens, 929
v. Tuite, 531, 538, 540

[References are to sections]

Stevens *v.* Union Ry., 1367
v. Walker, 831
v. Webb, 423
v. Wolf, 684*a*
v. Yale, 197
Stevens Implement Co. *v.* South Ogden Water Co., 325
Stevenson *v.* Belknap, 376, 474
v. Davis, 1025
v. Ebervale Coal Co., 948
v. Fuller, 1018
v. Greenlee, 439*e*
v. Hodder, 340*a*
v. Lambard, 999*d*
v. Lord, 81, 531*a*
v. Maxwell, 301*b*, 1025
v. Missouri Pacific R. R., 947, 1140
v. Montreal Telegraph Co., 880
v. Morris, 234, 359
v. Morris Machine Works, 834*a*
v. Smith, 1268
v. Wallace, 928
Stever *v.* Lamoure, 1046
Steward *v.* R. R., 1144
Stewart *v.* Arkansas So. R. R., 43*h*
v. Barnes, 339
v. Bedell, 418
v. Bock, 1060
v. Cauty, 758
v. Colfax C. C. Co., 935
v. Drake, 959, 969, 973, 979, 982
v. Great Northern R. R., 1148
v. Grier, 687
v. Jack, 1027, 1028
v. Joyce, 1256*d*, 1256*j*
v. Lanier House Co., 182, 992
v. Louisville & N. R. R., 1372
v. McLaughlin, 1023
v. Maddox, 386
v. Martin, 60
v. Mathieson, 976
v. Merchants' M. I. Co., 716
v. Metropolitan Elevated Railroad, 1194
v. Noble, 679*a*, 1010
v. Ohio River R. R., 1123, 1149
v. Patton, 164*a*
v. Philadelphia County, 331*a*
v. Postal T. C. Co., 885
v. Powers, 740
Stewart *v.* Ripon, 47, 121*b*, 481, 484
v. Rumball, 675*c*
v. St. Louis S. W. Ry., 1354, 1355
v. Salamon, 278
v. Schneider, 64, 942
v. Schell, 303, 340
v. Sculthorp, 164*a*
v. Smallwood, 361
v. Sonneborn, 459, 468
v. Stebbins, 339*a*
v. Stocker, 341
v. Strong, 126*d*
v. Thayer, 673*c*
v. United E. L. & P. Co., 570*b*
v. Walker, 667
Stickford *v.* St. Louis, 85*b*
Stickney *v.* Allen, 53, 60, 243*a*, 250
v. Jourdan, 1030
v. Maidstone, 226*j*
v. Moore, 346, 695*b*
Stidham *v.* Laurie, 408
Stiles *v.* Comstock, 451
v. Tilford, 639
v. Western U. T. Co., 892
v. White, 777
Still *v.* Hall, 314*b*, 674, 1066
Stiller *v.* Bohn Manuf. Co., 1357
Stillings *v.* Metropolitan St. Ry., 1367
Stillwell *v.* Barnet, 363*a*, 364, 366
v. Biloxi Canning Co., 762
v. Farewell, 494, 494*a*
v. Lumber Co., 413
v. Staples, 725
v. Temple, 414
Stillwell & B. M. Co. *v.* Phelps, 620
Stilson *v.* Gibbs, 358, 360, 565*b*
Stilwell *v.* Chappell, 1053
v. Mills, 692*k*
Stimmel *v.* Brown, 932
Stimpson *v.* Greene, 311
v. The Railroads, 229, 235, 352, 1229
Stimson *v.* Connecticut R. R. R., 873
v. Farnham, 103, 547
Stinnett *v.* Wilson, 685*m*
Stinson *v.* Chicago, etc., R. R., 1179
Stirling *v.* Garritee, 493
Stirn *v.* Metropolitan El. R. R., 1207
Stirton *v.* Gummer, 449
Stix *v.* Keith, 431

[References are to sections]

Stockbridge Iron Co. *v.* Cone Iron Works, 503, 935
Stockdale *v.* Young, 901
Stockham *v.* Cheney, 1127
Stocking *v.* Sage, 834
Stockport, Timperley & A. Ry., 1100
Stockton *v.* Chicago, 1138
v. Cook, 979
v. Frey, 47, 490
v. Guthrie, 307, 999*a*
v. Pennsylvania R. R., 1367
Stockton, etc., Gravel Road Co. *v.* Stockton, etc., R. R., 1152*a*
Stockton, etc., R. R. *v.* Galgiani, 1179
Stockwell *v.* Byrne, 691*a*
Stoddard *v.* Mix, 756
v. Treadwell, 1066
Stodghill *v.* Chicago, B. & Q. R. R., 84, 95
Stoebier *v.* St. Louis Transit Co., 226*o*
Stofflet *v.* Stofflet, 182
Stoggy *v.* Crescent Creamery Co., 106
Stoher *v.* St. Louis, I. M. & S. Ry., 572, 577
Stokely *v.* Thompson, 345
Stokes *v.* Continental Trust Co., 627*a*, 736
v. Pease, 671
v. Saltonstall, 43*h*
v. The City Offices Co., 1256*b*
Stollenwerck *v.* Thacher, 56, 80, 506
Stomne *v.* Hanford Produce Co., 1363
Stone *v.* Adams Exp. Co., 152
v. Argersinger, 834*a*
v. Bennett, 339
v. Cason, 685
v. Chicago, M. & S. P. Ry., 493*a*
v. Chicago, S. P. M. & O. Ry., 1331, 853
v. Codman, 126*a*
v. Dennison, 673*a*
v. Fairbury, P. & N. W. R. R., 1165
v. Framingham, 311*c*
v. Hammell, 797
v. Heath, 1167
v. Hooker, 801
v. Locke, 345
v. Mayor of Yeovil, 1096
v. Pentecost, 990*c*
Stone *v.* Seattle, 1354
v. Sleeper, 684
v. Stone, 673*b*
v. Varney, 451
v. Watson, 772
v. Woodruff, 858
Stoner *v.* Evans, 345
v. Texas & P. Ry., 932, 933
Stoneseifer *v.* Sheble, 347
Stonestreet *v.* Crandell, 361, 365, 1334
Stony Creek L. Co. *v.* Fields, 412
Stopenhorst *v.* American M. Co., 127
Storer *v.* Eaton, 817, 834
v. Storer, 311*b*
Storey *v.* Early, 445, 452, 448*c*
v. Wallace, 453, 1328
Stork *v.* Philadelphia, 1110
Storm *v.* City of Butte, 226*l*
v. New York El. R. R., 1190
Storms *v.* Railroad, 1201
v. Storms, 829
Storrie *v.* Marshall, 573*a*
Storseth *v.* Folsom, 440
Story *v.* Hammond, 946
v. Livingston, 339*a*, 919
v. New York & H. R. R., 614
v. New York Elevated R. R., 1184, 1187, 1190, 1192, 1209
v. Norfolk & S. R. R., 365
v. O'Dea, 691*a*
v. Robinson, 214
Story Lumber Co. *v.* Southern Ry., 159, 165
Stotler *v.* Chicago & A. Ry., 226*f*
Stoudenmeier *v.* Williamson, 316, 762
Stoudenmire *v.* De Bardelaben, 950
Stoudt *v.* Shepherd, 476
Stoughton *v.* Lynch, 344
Stout *v.* Folger, 789, 972
v. Jackson, 959
v. Noblesville & E. Gravel R. R., 35
v. Prall, 637
v. United States, 614, 617
Stovall *v.* Smith, 930*a*
Stover *v.* Bluehill, 228
v. Speilman, 418
Stow *v.* Russell, 340*b*
v. Yarwood, 1049, 1044, 1067
Stowe *v.* Bank of Cape Fear, 814, 918

[References are to sections]

Stowe *v.* Bozeman, 1016
v. Buttrick, 255, 650, 664, 671
Stowell *v.* Bennett, 973
v. Greenwich Ins. Co., 668, 834*c*
v. Lincoln, 99
v. Milwaukee, 1152*a*
v. New Bedford, 1167
Stowers *v.* Gilbert, 91, 924*a*
v. Singer, 477
Strader *v.* Snyder, 451
Strain *v.* Babb, 692*h*
Strakosch *v.* Wray, 614
Stranahan Co. *v.* Coit, 766
Strand *v.* Great Northern Ry., 1354
Strang *v.* Whitehead, 463
Strange *v.* Atlantic C. L. R. R., 164, 856*a*
v. Cleveland, C., C. & St. L. Ry., 95
v. Dundon, 378
v. Missouri Pac. Ry., 43*h*
Strasburger *v.* Barber, 366, 930
v. Western U. T. Co., 883
Strattman *v.* Moore, 1255
Stratton *v.* Dole, 638, 641
v. Fike, 406, 408, 419
v. Spaeth, 762
Straus *v.* Buchman, 648
Strause *v.* Western Union Telegraph Co., 892
Strauss *v.* Dundon, 378
v. Labsap, 755
v. Meertief, 207, 665, 667
v. Postal T. C. Co., 371*a*
Straw *v.* Jenks, 81, 497*f*
Strawn *v.* Cogswell, 190, 226*b*, 762, 764, 992
Streeper *v.* Abeln, 970
v. Ferris, 839
v. Williams, 403, 408, 417
Street *v.* Augusta Ins. Co., 718
v. Blay, 1038
v. Chapman, 762
v. Nelson, 515
v. Rigby, 398
v. Sinclair, 82, 133, 1069
v. Swain, 655
Street R. R. *v.* Doyle, 1152*a*
Streeter *v.* Rush, 418
v. Streeter, 1050
Streett *v.* Laumier, 435*a*, 438
Stresovich *v.* Kesting, 750
Streyer *v.* Georgia S. & F. R. R., 1137
Stribley *v.* Cincinnati, 1151
v. Welz, 638
Strickland, Matter of, 311
Stricklin *v.* Cooper, 334
Striegel *v.* Moore, 933
Stringer *v.* Coombs, 271, 274
Stringfield *v.* Hirsch, 682, 685*j*
Stroble *v.* Large, 678
Strohm *v.* New York, L. E. & W. R. R., 86*c*, 172
Stroker *v.* St. Joseph, 1140
Stromless, The, 593
Strong, The, 597*a*
Strong *v.* American Cent. Ins. Co., 728
v. De Forest, 685*k*
v. Garfield, 905
v. Hasterlik, 682
v. Iowa Cent. Ry., 1357
v. Kean, 10 Ir. L. R. 137; 996
v. Kean, 13 Ir. L. R. 93; 1325
v. Manufacturers' Ins. Co., 725
v. N. Y. Firemen's Ins. Co., 717
v. Strong, 83
v. Western U. T. Co., 885
v. White, 692*j*
Strother *v.* South C. & G. R. R., 571*b*
Strouss *v.* Wabash R. R., 852
Strout *v.* Joy, 279*e*
Strubbee *v.* Cincinnati Ry., 534
Struble *v.* Burlington C. R. & N. Ry., 1357
v. De Witt, 486
Struthers *v.* Clark, 746, 763
v. Dunkirk, W. & P. R. R., 1115
v. Peacock, 447
v. Philadelphia & D. C. R. R., 1163
Strutt *v.* Farlar, 606*a*, 626
Strutzel *v.* St. Paul City Ry., 1367
Stryker *v.* Cassidy, 664*a*
Stuart *v.* Binsse, 301
v. Burcham, 334
v. Columbia Ins. Co., 712*a*
v. Hoffman, 1326
v. Mathieson, 983
v. News Pub. Co., 451
v. Pennis, 1006, 1009
v. Phelps, 499, 934
v. Trotter, 107*d*, 691*a*

Stuart *v.* Western U. T. Co., 45*a*, 894, 894*a*
Stubbings *v.* O'Connor, 346
Stubbins *v.* Mitchell, 797
Stubbs *v.* Martindale, 983
v. Page, 966, 982
Stuckey *v.* Atlantic Coast L. R. R., 573*a*
Studabaker *v.* White, 416
Stude *v.* Koehler, 657
Studenmire *v.* De Bardelaben, 932
Studley *v.* Baker, 599*c*
Stulmuller *v.* Cloughly, 486, 578
Stull *v.* Beddeo, 685*g*
Stumbo *v.* Duluth Zinc Co., 1367
Stumm *v.* Hummel, 478, 480
Stump *v.* Horback, 913, 915
Stunz *v.* Stunz, 334
Stuppy *v.* Hof, 484
Sturgeon *v.* St. Louis, K. C. & N. Ry., 854
v. Sturgeon, 487
Sturges *v.* Green, 308
v. Hart, 685*h*
v. Keith, 493, 519
v. Knapp, 33 Vt. 486; 685*k*
v. Knapp, 36 Vt. 439; 680, 685*a*
Sturgess *v.* Bissell, 844
v. Crum, 301
Sturgis *v.* Frost, 182, 226*d*, 241, 459
v. Knapp, 685*c*
v. Law, 599*c*
Sturm *v.* Boker, 1256*k*
v. Consolidated Coal Co., 86*a*
Sturtevant Mill Co. *v.* Kingsland Brick Co., 767
Stutz *v.* Armstrong, 1219, 1221
v. Chicago & N. W. Ry., 47, 484, 865
Stynes *v.* Boston E. Ry., 180
Suber *v.* Pullin, 750
v. Richards, 302
v. Vanlew, 673
Sudden *v.* Morse, 1266
Suderman *v.* Woodruff, 1270
Suderman-Dolson Co. *v.* Rogers, 937
Suehr *v.* Sanitary Dist. of Chicago, 942
Suell *v.* Jones, 1306
Suess *v.* Imperial L. I. Co., 730
Suffolk Bank *v.* Worcester Bank, 340*b*
Suffolk Co. *v.* Hayden, 1217, 1220, 1226
Suffus *v.* Bangs, 492*a*
Sullens *v.* Chicago, R. I. & P. Ry., 942
Sullivan *v.* Anderson, 226*d*
v. Board of Supervisors, 1173, 1177
v. Cartier, 685, 685*j*
v. Dee, 363
v. Lafayette Co., 252
v. McMillan, 26 Fla. 543; 610, 636*d*, 636*j*
v. McMillan, 37 Fla. 134; 208
v. Missouri, etc., R. R., 1179
v. Moffatt, 615, 642
v. Nicolin, 308*a*
v. North Hudson County R. R., 1112*a*
v. Old Colony St. Ry., 197 Mass. 512; 43*g*
v. Old Colony St. Ry., 200 Mass. 303; 212
v. Ore. Ry. & Nav. Co., 360, 379, 380, 860
v. Snell, 325
v. Sullivan, 536
v. Susong, 312
v. Tuck, 509
v. Vicksburg, S. & P. R. R., 1368, 1371
v. Western U. T. Co., 30 Oh. Circ. Ct. 435; 101
v. Western U. T. Co., 82 S. C. 569; 371*a*
Sullivan County *v.* Arnett, 226*d*, 437
Sullivant *v.* Reardon, 618, 679*a*
Sully *v.* Goldsmith, 695
Sultan Water, etc., Co. *v.* Weyerhauser Timber Co., 1153, 1154
Summerfield *v.* St. Louis Transit Co., 366
v. Western U. T. Co., 43*f*, 45*a*, 894
Summers *v.* Heard, 497*b*
v. Keller, 386, 1344
v. Tarney, 226*a*, 226*d*
Summit, The, 587
Sumner *v.* Beebe, 301, 342
v. Gray, 774
v. Kinney, 226*j*
v. Williams, 4 Hall's Am. Law J. 129, 147; 959
v. Williams, 8 Mass. 162; 962, 982
Sumpter *v.* Hedges, 656

[References are to sections]

Sumter *v.* Welsh, 1040, 1053
Sun Fire Office *v.* Ayerst, 722
v. Ermentrout, 818*a*
Sun L. Assur. Co. *v.* Bailey, 445
Sun L. I. Co. *v.* United States F. & G. Co., 692*a*
Sun Printing Assoc. *v.* Smith, 377
Sun Printing & Pub. Assn. *v.* Moore, 417, 420*a*, 620*a*, 620*b*
v. Scheneck, 451
Sunbury & E. R. R. *v.* Hummel, 1166
Sunley *v.* Met. L. Ins. Co., 129
Sunman *v.* Clark, 620
Sunnyside, The, 587
Sunnyside Coal & C. Co. *v.* Reitz, 69 935, 1326
Supervisors *v.* Kennicott, 688, 688*a*
v. Otis, 692*f*
Suppiger *v.* Gruaz, 536*a*
Supreme Lodge K. of P. *v.* Neeley, 259
Surplice *v.* Farnsworth, 636*n*
Sussex Ins. Co. *v.* Woodruff, 725
Susswein *v.* Pennsylvania Steel Co., 999*h*
Sutherland *v.* Round, 1266
v. Wyer, 90, 206, 636*g*, 666, 667
Sutorius *v.* Dunstan, 681*a*
Sutro *v.* Metropolitan Railroad, 1198*a*
Suttle *v.* Western U. T. Co., 894
Sutton *v.* Baillie, 970, 982
v. Clark, 1108
v. Cotham, 311*d*
v. Dana, 493
v. Howard, 407, 411
v. Lockwood, 929*a*
v. Page, 959
v. Snohomish, 1362
v. Southern Ry., 106
v. Western U. T. Co., 119
Sutton's Heirs *v.* Louisville, 1128, 1138*a*
Suydam *v.* Jenkins, 228*c*, 429, 509, 691
Swafford *v.* Whipple, 959, 964
Swails *v.* Butcher, 452
v. Cissna, 335
Swain *v.* Cheney, 664
v. Graves, 676
v. Schieffelin, 134 N. Y. 471; 164*a*, 766
v. Schieffelin, 12 N. Y. Supp. 155; 182
Swallow, The, 597*a*
Swan *v.* Bridgeport, 554, 692*i*
v. Brown, 999*a*
v. Middlesex Co., 1295
v. Picquet, 688
v. Tappan, 1271
v. Timmons, 237, 685*k*
Swanscot M. Co. *v.* Partridge, 301, 341, 724
Swank *v.* Elwert, 80, 82
Swann *v.* Rary, 449
Swanson *v.* Andrews, 642
v. Andrus, 312, 614
v. Cooke, 275
v. Keokuk & W. R. R., 937*a*
v. Nelson, 932
v. Oakes, 1367
v. Union Stock Yard Co., 1367
Swanton *v.* King, 1333, 1372
v. Pierson, 1148
Swanzey *v.* Moore, 673*b*
Swarthout *v.* New Jersey S. B. Co., 1270
Swartz *v.* Atchison, 762
v. Ballou, 983
v. English, 689*a*
Swayne *v.* Swayne, 1006
Swayze *v.* N. J. Midland R. R., 1148
Sweaney *v.* United States, 331*a*, 1148, 1151
Swearingen *v.* Consol. Troup Min. Co., 1356
Sweatland *v.* Illinois & M. T. Co., 876
Sweem *v.* Steele, 677, 1006, 1007, 1010
v. Steele, 5 Ia. 352; 677, 1006, 1007, 1010
v. Steele, 10 Ia. 374; 677
Sweeney *v.* Baker, 447
v. Butte, 1349
v. Chicago City Ry., 1342
v. Jamieson, 734, 742
v. Lomme, 83, 532
v. Montana Cent. Ry., 19 Mont. 163; 942
v. Montana Cent. Ry., 25 Mont. 543, 65 Pac. 912; 941, 1295
v. Neely, 310*a*
v. New York, 308*a*
v. Owsley, 750

Sweeney *v.* Pt. Burdwell H. Co., 226*d*, 432*a*, 438
Sweeny *v.* Daugherty, 85*a*
v. Montana Central Ry., 214*b*
Sweet *v.* Bradley, 762, 956, 961, 973
v. Cutts, 33
v. Howell, 975
v. Mowry, 685*h*
Sweetland *v.* Chicago & G. T. R. R., 571*e*
Sweetman *v.* Prince, 774
Sweigert *v.* Finley, 1298
Swett *v.* Hooper, 301
Swett *v.* Patrick, 775, 962, 983
Swezey *v.* Lott, 558
Swift *v.* Barnes, 533, 690
v. Barnum, 493
v. Brownell, 596
v. Crow, 676
v. Dickerman, 47, 443, 446, 451, 452
v. Eastern W. Co., 153
v. Harriman, 661
v. Holoubek, 1306
v. Johnson, 574, 575, 584
v. Newport News, 105 Va. 108; 1149*b*
v. Newport News, 105 Va. 821; 1148
v. Plessner, 237, 682*a*
v. Powell, 414
v. Williams, 660
Swift & Co. *v.* Redhead, 766
Swift, *In re*, 513, 828
Swift River Co. *v.* Fitchburg R. R., 856
Swigert *v.* Thomas, 82
Swindell *v.* Richey, 1031
Swinfin *v.* Lowry, 1255
Swinnerton *v.* Argonaut Land & Development Co., 312
v. Monterey Co., 834*d*
Swinney *v.* Ft. Wayne, M. & C. R. R., 1166
Swire *v.* Leach, 76
Swisher *v.* McWhinney, 681*a*
Switzer *v.* Connell, 822
Switzerland, The, 589, 597*a*
Swope *v.* Crawford, 531, 535
Sycamore M. H. Co. *v.* Sturm, 151
Sykes *v.* Lawlor, 486*c*
v. Life Ins. Co., 439*c*
Sylvester *v.* Craig, 493*a*
Symes *v.* Oliver, 493
Symington *v.* McSin, 820
Symonds *v.* Carter, 446
v. Cincinnati, 1148
v. Page, 920
Symons *v.* Metropolitan St. Ry., 1303
v. Symons, 900
Syracuse, The, 18 Fed. 828; 587
Syracuse, The, 97 Fed. 978; 597*a*
Syracuse G. L. Co. *v.* Rome, W. & O. E. R., 914
Syracuse S. S. Co. *v.* Rome, W. & O. R. R., 11 App. Div. 557; 947
v. Rome, W. & O. R. R., 43 App. Div. 203; 1116

T

T. B. Scott Lumber Co. *v.* Hafner-Lothman Manuf. Co., 755
T. J. Moss Tie Co. *v.* Phelps, 219, 226
T. P. Sims & Sons *v.* Western U. T. Co., 885
Tabak *v.* Fettner, 618, 655*b*
Taber *v.* China M. I. Co., 711
v. Hutson, 47, 386, 484, 490
v. Jenny, 499
v. New York, P. & B. R. R., 1128, 1145
v. Seaboard Air Line Ry., 43*h*
Taber Lumber Co. *v.* O'Neal, 166
Tabor *v.* Clark, 685*k*
Tacoma *v.* Tacoma L. & W. Co., 778, 1027
v. Wetherby, 1143*a*
Tacoma Bituminous Paving Co. *v.* Sternberg, 337
Tacoma Mill Co. *v.* F. H. Gilcrest Lumber Co., 753
Taft *v.* Pike, 673*a*
v. Stoddard, 302*a*
v. Tiede, 199
v. Travis, 750
Taggard *v.* Curtenius, 1069
Taggert *v.* Hunter, 1326
Tahoe Ice Co. *v.* Union Ice Co., 617, 753

[References are to sections]

Tait *v.* Matthews, 1143
v. Sherman, 657, 673*f*
Talamon *v.* Home M. I. Co., 723*a*
Talbert *v.* Mason, 1027
v. Western U. T. Co., 894*d*
Talbot *v.* Com. N. Bank, 305
v. N. Y. & H. R. R., 32
v. Sebree, 301*b*
v. Seeman, 599*c*
v. Whipple, 64, 66
Talbott *v.* Bedford, 959
v. Boyd, 734
v. English, 999*b*
v. Great W. P. Co., 564
Talcott *v.* Crippen, 189
v. Marston, 324*a*, 325, 331
Taliaferro *v.* Minor, 267
Talkin *v.* Anderson, 414, 833
Talladega Ins. Co. *v.* Peacock, 301
Talley *v.* Courter, 202, 927
Talliaferro *v.* King, 345
Tallmadge *v.* Wallis, 973
Tallman *v.* Metropolitan El. R. R., 1191, 1195
v. Truesdale, 416
Tally *v.* Ganahla, 302
Tamatroa *v.* Southern Ill. Normal University, 685*n*
Tamke *v.* Vangsnes, 637*a*, 638
Tamvaco *v.* Simpson, 58
Tancred *v.* Allgood, 547
Tanger *v.* Southwest Missouri Electric Ry., 380*a*
Tanner *v.* Livingston, 981
v. Skinner, 311*d*
Tant *v.* Southern Ry., 366
Tanton *v.* Boomgaarden, 307
v. Slyder, 691*b*
Tanzer *v.* New York C. Ry., 1347
Tapley *v.* Lebeaume, 966
Tappenden *v.* Randall, 285
Tapscott *v.* Lyon, 559*b*
Tarbell *v.* Ennis, 685*k*
Tardeveau *v.* Smith, 419
Tarleton *v.* McGawley, 127*a*
Tarling *v.* Baxter, 750
Tarpey *v.* Sharp, 688*a*
Tarpley *v.* Blabey, 449
v. Poage, 973
v. Wilson, 303
Tarpy *v.* Shepherd, 270
Tarr *v.* Oregon Short Line Ry., 171*a*
v. Rosenstein, 688
Tarrell *v.* School Dist., 667
Tate *v.* Booe, 972
Tathwell *v.* Cedar Rapids, 1368
Tatnall *v.* Courtney, 487*a*
Tatro *v.* Brower, 766
Tatum *v.* Gibbs, 340*a*
v. Gregory, 1237
v. Kincannon, 979
v. McLellan, 909*a*
v. Manning, 515
v. Mohr, 316, 762, 772
Taul *v.* Everet, 411
Taulbee *v.* Moore, 644
Taussig *v.* Hart, 49 N. Y. 301; 828
v. Hart, 58 N. Y. 425; 228*f*
v. St. Louis & K. R. R., 673*e*
Tayloe *v.* Merchants' Ins. Co., 727
v. Sandiford, 397, 402, 406, 419
v. Turner, 519, 627*a*, 736
Taylor *v.* Atlantic Coast Line R. R., 43*f*
v. Barnes, 960, 1008
v. Bay City S. Ry., 80 Mich. 77; 318
v. Bay City St. Ry., 101 Mich. 140; 948
v. Blythe, 692
v. Bradley, 624, 989
v. Church, 448*a*
v. Collier, 844
v. Coolidge, 463
v. Cooper, 184, 984, 988
v. Davis, 1370
v. Dustin, 1265
v. Eldridge, 968, 974
v. Foster, 636*g*
v. Friendship, The, 599*c*
v. Grand T. Ry., 368
v. Gumpert, 443
v. Hardin, 1041
v. Hayes, 226*d*
v. Hearst, 453
v. Henniker, 100
v. Higgins, 796, 797, 810
v. Holter, 959, 982, 983
v. Houston Electric Co., 1108
v. Howard, 610
v. Hunnicutt, 607

[References are to sections]

Taylor *v.* James, 914, 917
v. Johnson, 692
v. Jones, 1258
v. Kehlor, 667
v. Ketchum, 822
v. Knox, 303, 304, 311*e*
v. Laird, 673*f*
v. Lehman, 991
v. Louisiana & N. W. R. R., 1371
v. McFatter, 737
v. Maguire, 178
v. Manhattan Ry., 85*c*
v. Metropolitan El. Ry., 1203, 1205
v. Mills, 785
v. Minor, 341
v. Monnot, 1289
v. Monroe, 1269, 1270
v. Morgan, 363*a*, 374
v. Morton, 234, 235*a*, 540, 692*f*
v. National T. R. Union, 732
v. North Pacific Coast R. R., 618, 619
v. Nostrand, 836
v. Peterson, 673*f*
v. Pullen, 445
v. Read, 98, 201, 734, 741
v. Saxe, 734
v. Shelkett, 473, 1328
v. Smith, 423
v. Spencer, 633
v. Taylor, 908
v. Times Newspaper Co., 416
v. Trustees of Poor, 752
v. Wallace, 961
v. Welsh, 536, 540
v. West P. R. R., 574*a*
v. Western U. T. Co., 894*b*
v. Williams, 656
v. Wing, 330, 334
Taylor B. & H. R. R. *v.* Warner, 1367
Taylor Mfg. Co. *v.* Hatcher Mfg. Co., 607, 633
Taylor Worsted Co. *v.* Beolchi, 685
Tazewell *v.* Barrett, 341
v. Saunders, 678
Tea *v.* Gates, 170*a*
Teagarden *v.* Hetfield, 132, 1268
Teague *v.* Dendy, 311*b*
v. Whaley, 982
Teal *v.* Auty, 105
Teaver *v.* Akin, 909*a*
Tebbetts *v.* Haskins, 1302
Tebbs *v.* Cleveland C. C. & St. L. Ry., 844
Tebo *v.* Betancourt, 682
Tedd *v.* Douglas, 1369
Teele *v.* Boston, 1162
Teerpenning *v.* Corn Exch. Ins Co., 1208
Teese *v.* Huntingdon, 1246
Tefft *v.* Wilcox, 41, 47, 180, 226*f*, 481, 485
Tegeler *v.* Kansas City, 924*a*
Telegraph Co. *v.* Frith, 894*a*
v. Mellon, 876
v. Munford, 876
Telephone & Tel. Co. *v.* Shaw, 366
Telephone T. Co. *v.* Forke, 1175
Telfair County *v.* Webb, 226*a*, 226*d*
Telfener *v.* Russ, 1023
Telfer *v.* Northern R. R., 573*a*, 575, 1367
Teller Bay & River Dredging Co., 937
Tempest *v.* Linley, 546
v. Kilner, 2 C. B. 300; 745
v. Kilner, 3 C. B. 249; 736
Temple *v.* Duran, 79
Temple E. L. Co. *v.* Halliburton, 1367
Templeman *v.* Fauntleroy, 341
Templemore *v.* Moore, 936
Templer *v.* McLachlan, 1037
Templeton *v.* Graves, 360, 364
Tenant *v.* Goldwin, 33
Tenbrooke *v.* Jahke, 1154*c*
Ten Cate *v.* Fansler, 458, 459
Ten Eyck *v.* Houghtaling, 307, 999*a*
v. Sayers, 685*j*
Ten Hopen *v.* Walker, 432
Tennant *v.* Gray, 678
Tennessee & C. R. R. *v.* Danforth, 614, 647*b*
v. Brasher, 47
Tennessee C. I. & R. Co. *v.* Hamilton, 924, 947
Tennessee Coal & R. R. *v.* Roddy, 1326
Tennessee Mfg. Co. *v.* James, 407
Tenney *v.* Bank of Wisconsin, 493
Tennis *v.* Gifford, 764
Tenth Nat. Bank *v.* New York, 339

[References are to sections]

Terhune *v.* Joseph W. Cody Contracting Co., 1372
v. Oldis, 311*b*
Terminal Co. *v.* Jacobs, 1089, 1111
Ternes *v.* Dunn, 107*b*, 109
Terre Haute *v.* Hudnut, 182, 942, 948
v. Turner, 1108
Terre Haute & I. R. R. *v.* Buck, 121*b*
v. Pierce, 1044
v. Sheeks, 1354
Terre Haute & L. R. R. *v.* Walsh, 937*a*
Terre Haute, Alton & St. L. R. R. *v.* Vanata, 1328, 1342
Terrell *v.* Ingersoll, 685*g*
v. McLean, 692*h*
Terry *v.* Allis, 256
v. Drabenstadt, 983
v. Hartford, 1148
v. Hutchinson, 472
v. Jewett, 78 N. Y. 338; 583
v. Jewett, 17 Hun, 395; 67*a*
v. New York, 71, 214
v. Robbins, 677
v. Williams, 363*a*, 366
Terwilliger *v.* Knapp, 754
Tete *v.* Lanaux, 667
Tetherow *v.* St. Joseph & D. M. R. R., 580
Tetzner *v.* Naughton, 36*a*, 1254, 1255
Teutonia, The, 587
Tevis *v.* Ryan, 257
Tew *v.* Earl of Winterton, 678
Texarkana *v.* Talbot, 1123, 1177
Texarkana & F. S. Ry. *v.* Anderson, 43*f*
v. Bell, 1296
v. Brandon, 1353
v. Hartford Ins. Co., 301, 304
v. Neches Iron Works, 166
v. Shivel, 852
v. Spencer, 932
Texarkana Gas & Electric Light Co. *v.* Orr, 368
Texarkana Tel. Col *v.* Pemberton, 1357
Texarkana Water Co. *v.* Kizer, 493*a*
Texas & G. Ry. *v.* Hall, 1363
Texas & Louisiana Lumber Co. *v.* Rose, 755
Texas & N. O. R. R. *v.* Barwick, 1350
v. Brown, 573
v. Buch, 1356
Texas & N. R. R. *v.* Carr, 91 Tex. 332; 316
v. Carr, 42 S. W. 126; 1356
v. Clippenger, 860
v. Conway, 1356
v. Cunningham, 318
v. McCoy, 1354
v. McLeod, 1356, 1365
v. Marshall, 1342
v. Middleton, 1354
v. Ochiltree, 937
v. Parsons, 1356
v. Postal T. C. Co., 1152*a*
v. Reed, 1350
v. Russell, 873
v. Walker, 1367
v. White, 935
v. Wood, 1365
Texas & P. R. R. *v.* Armstrong, 93 Tex. 31; 864
v. Armstrong, 41 S. W. 833; 221*a*
v. Avery, 852
v. Bayliss, 937
v. Beezley, 380
v. Bowlin, 1359
v. Buckalew, 1270
v. Coggin, 246
v. Cole, 872
v. Crockett, 1351
v. Curry, 47
v. Davidson, 860
v. Ford, 942
v. Geiger, 1355, 1367
v. Graffeo, 937*a*
v. Harby, 575
v. Hartnett, 864
v. Hassell, 854
v. Hemphill, 226*l*
v. Hoffecker, 844
v. Hudman, 1367
v. Humble, 486
v. James, 865
v. Johnson, 1356, 1367
v. Klepper, 844, 852
v. Lester, 1367
v. Levi, 67*a*, 437
v. Lowry, 1353
v. Lynch, 1342
v. Maddox, 942
v. Mansell, 1342

[References are to sections]

Texas & P. R. R. *v.* Mayes, 863
v. Moody, 580*a*
v. Morin, 486*b*, 486*c*
v. Mosley, 221*b*
v. Nelson, 85*c*
v. Newsome, 1267
v. Newton, 215, 226*b*, 226*d*
v. Nicholson, 842, 854
v. O'Mahoney, 948
v. Payne, 318, 844
v. Randle, 1299
v. Rice, 937*a*
v. Robertson, 1367
v. Saunders, 69
v. Sims, 844
v. Tankersley, 317, 318
v. Torrey, 69, 70
v. White, 202, 214*a*
v. Wilder, 575
v. Wilson Hack Line, 80*a*, 251
Texas & S. L. Ry. *v.* Cella, 1134, 1165, 1166
v. Matthews, 1143
v. Patton, 1257
v. Young, 191, 937
Texas C. R. R. *v.* Brown, 932
v. Fisher, 1326
v. Shropshire, 126*d*
v. Watson, 852
v. Wheeler, 1353
v. Wilks, 942
Texas Co. *v.* Lacour, 937
Texas Installment Co. *v.* Lewis, 1334
Texas L. & C. Co. *v.* Nations, 1344
Texas Loan Agency *v.* Fleming, 1367
Texas M. R. R. *v.* Byrd, 1349
v. Dean, 466
v. Douglass, 439, 1306
v. Southwestern T. & T. Co., 1149
Texas, San Antonio & A. P. Ry. *v.* Ruby, 1151
Texas T. Co. *v.* Hanson, 42
Texas T. Ry. *v.* Johnson, 378
Texas T. & T. Co. *v.* Scott, 1365
Texas Tr. Co. *v.* Hanson, 484
Texas W. Ry. *v.* Cave, 1151
v. Gentry, 277
Texter *v.* Norton, 750
Thacher *v.* Dinsmore, 798
Thacke *v.* Hernsheim, 614
Thame *v.* Boast, 98, 1074
Thapnell *v.* McAfee, 685*k*
Tharpe *v.* Western U. T. Co., 894*d*
Thatcher *v.* Kaucher, 1297
v. McCulloh, 1039
v. Massey, 325
Thayer *v.* Brooks, 93
v. Clemence, 967, 979
v. Hamlin, 614
v. Manley, 256
v. Meeker, 340*b*
v. Roberts, 557
v. Star Mining Co., 343
v. Wadsworth, 173*f*
Thebideau *v.* Cairns, 858
Thedford *v.* Herbert, 734
Theisen *v.* Johns, 1254
Theiss *v.* Weiss, 741
Theobald *v.* Burleigh, 655*c*
v. Railway Passenger Assurance Co., 731
Thero *v.* Missouri Pac. Ry., 1331
Thiebault *v.* Prendergast, 1340
Thiel *v.* Bull's F. L. Co., 70, 107*c*
Thiele *v.* Axell, 979
Thill *v.* Pohlman, 360, 387, 1249, 1254
Thillman *v.* Neal, 363*a*, 365, 484
Third Nat. Bank *v.* Boyd, 497, 519
Thirkfield *v.* Mountain View Cemetery Assoc., 366
Thirty-five thousand boxes of Oranges and Lemons, 597*a*
Thisler *v.* Miller, 85*b*
Thistle Coal Co. *v.* Rex C. & M. Co., 752
Thol *v.* Henderson, 156
Tholen *v.* Duffy, 407, 416
Thoman *v.* Mills, 1256*h*
Thomas *v.* Allen, 786
v. Brooklyn, 486
v. Bruce, 325
v. Cauldwell, 615, 752
v. Clarke, 858
v. Dansby, 1249, 1249*a*
v. Dickinson, 1020
v. Dike, 673*a*
v. Dunaway, 447
v. Edwards, 334
v. Ellison, 102 Tex. 354; 1027
v. Ellison, 110 S. W. 934; 979

[References are to sections]

Thomas *v.* Fischer, 449
v. Gates, 44, 47, 484
v. Gavin, 418
v. Hamilton, 959
v. Hammond, 972
v. Henderson, 1136
v. Isett, 436
v. McManus, 673*b*
v. Mallinckrodt, 922
v. Rockland Ins. Co., 714
v. School, 311*b*
v. Spofford, 532
v. Sternheimer, 317, 493*a*
v. Summey, 692*b*
v. Thallon, 917
v. Union Ry., 1303, 1355
v. Waterman, 492
v. Weed, 295
v. Wells, 313*a*
v. Western Car Co., 311*f*, 340*a*
v. Western U. T. Co., 120 Ky. 194; 894*b*
v. Western U. T. Co., 118 Pac. 370; 894
v. Williams, 385, 387
v. Wilson, 334
v. Winchester, 120
v. Womack, 1330
Thomas B. & W. M. Co. *v.* Wabash, St. L. & P. Ry., 152, 178
Thomas Iron Co. *v.* Jackson Iron Co., 742
Thomas Kiley, The, 593
Thomas Mfg. Co. *v.* Watson, 756
Thomas P. Sheldon, The, 221
Thomas W. Finucane Co. *v.* Board of Education, 642
Thomason *v.* Seaboard A. L. Ry., 948
Thomasson *v.* Southern Ry., 366
Thompson *v.* Alger, 751
v. Androscoggin, I. R. Co., 1110
v. Bell, 1028
v. Bertrand, 777
v. Bohannon, 278
v. Boston & M. R. R., 340*b*
v. Brown, 616, 655*b*
v. Carter, 256
v. Chattanooga S. R. R., 843*a*
v. Chicago, B. & Q. R. R., 937*a*
v. Citizens' Traction Co., 932, 1142
Thompson *v.* Crocker, 940
v. Dekum, 681*a*, 692*c*
v. Dickerson, 692*c*
v. Ellsworth, 129
v. Gaffey, 615, 655*a*, 655*b*
v. Gates, 682*a*
v. Gibson, 949
v. Great Northern Ry., 1356
v. The Great Republic, 587
v. Guthrie, 1009
v. Gwyn, 821
v. Haislip, 1275
v. Halbert, 256, 756
v. Hibbs, 324*a*
v. Hoskins, 83
v. Howes, 734
v. Hudson, 411
v. Jackson, 613
v. Johnston Bros. Co., 575, 1367
v. Jones, 981
v. Kyle, 636*d*
v. Louisville & N. R. R., 584
v. Lyon, 340*b*
v. Manhattan Ry., 24 N. Y. St. 498; 1201
v. Manhattan R. R., 29 N. Y. St. 720; 1194, 1208
v. Mansfield, 1053
v. Matthews, 310
v. Milwaukee & St. P. R. R., 1109
v. Moiles, 503, 1299
v. Morris C. & B. Co., 1334
v. Morrow, 922
v. Mylne, 311
v. New Orleans, J. & G. N. R. R., 98, 107*a*
v. New York L. I. Co., 730
v. Newell, 1027
v. Pettitt, 433, 944
v. Pickel, 326
v. Poplar Bluff, 1353
v. Powning, 234, 448*a*
v. Rake, 377
v. Richards, 785
v. Riggs, 267 269
v. Robertson, 700
v. St. Charles County, 408, 419
v. Scheid, 537
v. Seaboard A. L. Ry., 368
v. Shattuck, 201, 205, 209, 991, 992

[References are to sections]

Thompson *v.* Shepler, 1009
v. State, 692*b*
v. Stevens, 71 Pa. 161; 636*i*
v. Stevens, 2 N. & McC. 493; 304
v. Stewart, 305
v. Sweet, 303
v. Taylor, 803
v. Western U. T. Co., 107 N. C. 449; 45*a*, 894
v. Western U. T. Co., 64 Wis. 531; 876, 883
v. Wood, 1 Hilt. 93; 667
v. Wood, 4 Q. B. 493; 1268
v. Woodruff, 737
Thoms *v.* Dingley, 164*a*, 762, 766
Thomson *v.* Pentecost, 990*c*
v. Searey, 692*j*
v. Wooster, 1230, 1231
Thomson-Houston Electric Co. *v.* Durant Land Imp. Co., 109, 991
Thomssen *v.* Hall County, 692*f*
Thorenson *v.* Minneapolis Harvester Works, 325
Thoresen *v.* La Crosse City Ry., 580
Thorington *v.* Smith, 278
Thorley *v.* Pabst Brewing Co., 987
Thorn *v.* Garner, 301*c*
v. Knapp, 370, 637, 637*a*, 640*a*
v. Morgan, 742*a*
v. Smith, 314*b*, 326
Thornborow *v.* Whitacre, 606*c*
Thorndike *v.* Locke, 754
v. United States, 301
Thorne *v.* Beas, 817
v. McVeagh, 156, 771
Thornton *v.* Maine S. A. Soc., 1367
v. Place, 657
v. Thompson, 762
v. U. S. Ins. Co., 717
v. Wynn, 1039
Thorntons *v.* Fitzhugh, 324*a*
Thoroughgood *v.* Walker, 411, 413
Thorp *v.* Bradley, 107*a*, 109
v. Carvalho, 1336
Thorp, The, 589
Thorp's Case, 1283
Thorpe *v.* White, 673*f*
Thouron *v.* Skirvin, 361
Thouvenin *v.* Lea, 1012*a*
Thrall *v.* Lathrop, 317, 493
Thrall *v.* Newell, 775
Thrasher *v.* Pime County R. R., 753
Threatt *v.* Brewer Mining Co., 947
Three States Lumber Co. *v.* Blanks, 536*a*
Threlkeld *v.* Fitzhugh, 959, 982
Throop *v.* Broadus, 988*a*
v. Fowler, 937
Thrustout *v.* Grey, 901
Thuemler *v.* Brown, 999
Thummel *v.* Dukes, 762
Thurber *v.* Sprague, 305
Thurman *v.* Western U. T. Co., 894*c*
v. Wilson, 753
Thurmond *v.* Ash. G. W. L. Assoc., 74
Thurston *v.* Hancock, 93*a*
v. Haskell, 237, 685*k*
v. Martin, 1325
v. Prentiss, 801
v. St. Joseph, 1110
v. Spratt, 239
Thwing *v.* Great Western Ins. Co., 302*a*, 718, 724
Tibbal *v.* Cahoom, 689*a*
Tibbals Oakum Co. *v.* Meigs, 762
Tibbles *v.* O'Connor, 689*a*
Tice *v.* Munn, 121*b*
Tickler *v.* Andrae Mfg. Co., 667
Tide Water Canal Co. *v.* Archer, 1161
Tidewater Ry. *v.* Coan, 1149
v. Shartzer, 1123
Tidwell *v.* Southern E. & B. Works, 417
Tiedman *v.* O'Brien, 432
Tiemann *v.* Citizens' Ins. Co., 722
Tiernan *v.* Granger, 302
v. Hinman, 411
Tietze *v.* International & G. N. R. R., 924
Tiffany *v.* Lord, 60, 496
Tifft *v.* Culver, 352, 363*a*
Tifton, T. & G. Ry. *v.* Butler, 312
Tighe *v.* Atchison, T. & S. F. Ry., 935*a*
Tignor *v.* Toney, 363*a*, 364, 365, 374, 989
Tilburg *v.* Northern Cent. Ry., 868
Tilden *v.* Blair, 302
v. Johnson, 499, 503, 933, 934
Tilghman *v.* Mitchell, 1230
v. Proctor, 323, 1231, 1232, 1244
Tillar *v.* Reynolds, 1367

[References are to sections]

Tilley *v.* American B. & L. Assoc., 410
v. Hudson R. R. R., 577
v. New York C. & H. R. R. R., 572, 573*a*, 577
v. Montelius Piano Co., 760
Tillinghast *v.* McLeod, 447
v. Merrill, 692*f*
Tillinghast, Styles Co. *v.* Providence Cotton Mills, 734
Tillman *v.* Morton, 345
Tillotson *v.* Cheetham, 351
v. Prichard, 962
v. Smith, 64, 99, 101
Tills *v.* Great Northern Ry., 1354
Tillson *v.* United States, 338
Tilly *v.* Mitchell & Lewis Co., 946
Tilton *v.* Hamilton F. I. Co., 723*a*
v. James L. Gates Land Co., 387
Times Pub. Co. *v.* Carlisle, 368, 377, 380, 448*a*
Timken *v.* Olin, 1222
Timmons *v.* Dunn, 1040, 1072
Timms *v.* Shannon, 973
Timor, The, 201
Tincley *v.* Jennison, 156
Tindall *v.* Bell, 804
v. Meeker, 334
Tindle's Appeal, 755
Tingley *v.* Cutler, 416
v. Providence, 1148
v. Times Mirror Co., 385, 1307
Tinkham *v.* Satori, 414
Tinker *v.* Rockford, 1177
Tinkle *v.* Dunivant, 1326
v. St. Louis & S. F. R. R., 226*f*
Tinney *v.* New Jersey S. B. Co., 1326
Tinsman *v.* Belvidere Dela. R. R., 74, 1112, 1183
Tippin *v.* Ward, 90, 636*i*
Tipton *v.* Feitner, 1059
Tirney *v.* Whiting, 976
Tirrell *v.* Jones, 310*a*
Tisdale *v.* Major, 136, 564, 565*d*, 682
v. Norton, 226*m*
Tissot *v.* Great S. T. & T. Co., 933
Title G. & S. Co. *v.* Commonwealth, 693
Tittle *v.* Kennedy, 375
Tittlebaum *v.* Boehmcke, 473
Titus *v.* Corkins, 234, 359, 372
Titus *v.* Poole, 763
v. Sumner, 446
Titus Street in City of New York, *In re*, 1151
Toale *v.* Western U. T. Co., 881*b*
Tobey *v.* Barber, 798
v. Manufacturers' Nat. Bank, 1031
Tobias *v.* People's Ry., 482, 483, 484, 485
Tobie *v.* Comrs. of Brown Co., 1129, 1148
Tobin *v.* French, 226*g*
v. Harford, 713
v. Missouri Pac. R. R., 571*a*, 1286*b*
v. Post, 734
v. Shaw, 45, 637, 1307
v. South's Adm'r, 310
v. Western U. T. Co., 876
v. Wilson, 340*b*
Tod *v.* Baylor, 921, 922
v. Wick, 695
Todd *v.* Botchford, 334
v. Every Evening Printing Co., 443, 448*a*
v. Gamble, 636*d*, 636*j*, 734, 752
v. Jackson, 69
v. Kankakee & I. R. R., 1154
v. Keene, 107*b*
v. Minneapolis & S. L. Ry., 184, 927
v. Western U. T. Co., 371*a*
Tode *v.* Gross, 418
Tolcott *v.* National Exhibition Co., 1336
Toledo *v.* Bayer, 1151
v. Grasser, 316
v. Libbie, 610, 615
Toledo & O. C. R. R. *v.* Festoria, 1152*a*
v. Wren, 857*a*
Toledo, A. A. & G. T. Ry. *v.* Dunlap, 1175
Toledo, A. A. & N. M. Ry. *v.* Lott, 664
Toledo C. S. Co. *v.* Moneyweight Scale Co., 1229
Toledo, P. & W. Ry. *v.* Johnston, 318, 432*a*
Toledo R. & L. Co. *v.* Mason, 1371
Toledo, S. L. & W. R. R. *v.* Gordon, 380
v. Kountz, 1332
Toledo, W. & W. Ry. *v.* Baddeley, 485

Toledo, W. & W. Ry. *v.* Roberts, 363, 603
v. Smith, 490
Toles *v.* Cole, 676
Toll *v.* Hiller, 343
Tolleson *v.* Poset, 385
Tomkinson *v.* Bruner, 1230
v. Willets Mfg. Co., 1235
Tomlinson *v.* Derby, 1269, 1270
v. Quigley, 1048
v. Wilmington & S. C. R. R., 383*a*, 865
Tompkins *v.* Dudley, 655*c*
v. Haas, 755
v. Kanawha Board, 1298
v. Tompkins, 311*b*
v. Wadley, 641
v. West, 486
Tompkins Co. *v.* Dallas Cotton Mills, 735*c*
v. Galveston St. Ry., 153
Tompson *v.* Mussey, 458
Toms *v.* Boyes, 301*b*
v. Wilson, 82
Tone *v.* Wilson, 975, 1053
Tong *v.* Matthews, 959
Tongue *v.* Nutwell, 914, 915
Tonica & P. R. R. *v.* Unsicker, 1165
Tooke *v.* Bonds, 339*a*
Tooker *v.* Alston, 1030
Toomey *v.* Atyoe, 622*a*
v. Delaware, L. & W. R. R., 1336
Tootle *v.* Clifton, 98, 940
v. Kent, 436
Topeka *v.* Martineau, 1293
v. Sells, 1149
v. Tuttle, 124
Toplitz *v.* Baur, 259, 623
v. King Bridge Co., 1261
Topolewski *v.* Plankington Packing Co., 380
Topsham *v.* Lisbon, 243*a*, 941
Torbet *v.* McReynolds, 311*b*
Toronto First Unitarian Congregation *v.* Western Assur. Co., 726
Toronto Ry. *v.* Grinsted, 150
Torp *v.* Gulseth, 82
v. Mayor, 1046
Torre *v.* Summers, 637
Torreyson *v.* United Rys. Co., 1354
Torry *v.* Black, 59
Totten *v.* Burhams, 777
v. Read, 638
Toulaine E. F. Admr *v.* Baccich & De-Montluzin, 1011
Toulmin *v.* Sager, 278
Toussaint *v.* Martinnant, 784, 789
Tourtelotte *v.* Westchester Electric Ry., 1370
Towaliga Falls Power Co. *v.* Sims, 124
Towers *v.* Barrett, 760
Towle *v.* Blake, 363*a*, 364, 365, 366, 372
v. Lawrence, 53, 1028
v. Lovet, 262
v. Towle, 685
Town *v.* Harlam, 497*g*
Townsend *v.* Briggs, 88 Cal. 230; 1371
v. Briggs, 99 Cal. 481; 485*a*
v. Joplin, 1349
v. Libbey, 550
v. New York C. & H. R. R. R., 865
v. Nickerson Wharf Co., 167, 185, 984
v. Paola, 86*c*
v. Phillips, 557
v. Riley, 339*a*, 345
v. Simon, 755
Townsend's Case, 1122
Townsend, Lord, *v.* Hughes, 349, 1368
Townshend *v.* Minneapolis C. S. Co., 1040
v. Shepard, 734
Townsley *v.* Yeutsch, 1335
Towsley *v.* Wythes, 302
Trabing *v.* California Navigation & Imp. Co., 121 Cal. 137; 380
v. California N. & I. Co., 133 Cal. xx; 1342
Traction Co. *v.* Dunn, 1131
v. Jordan, 1148
v. Ramer, 1148
Tracy *v.* Albany E. Co., 996
v. Butters, 944
v. Gunn, 1007, 1010
v. Hackett, 386
v. New York & Harlem R. R., 531
v. Swartwout, 383*a*, 428
v. Talmage, 265
Tradesman Co. *v.* Superior Mfg. Co., 633*f*

[References are to sections]

Trafford *v.* Hubbard, 182
Train *v.* Gold, 802
Trainer *v.* Wolff, 363*a*, 366, 373
Trammell *v.* Vaughan, 637*a*, 638, 638*a*, 638*b*
Transit, The, 592, 595
Transportation Co. *v.* Chicago, 93*a*, 1112, 1116
v. O'Neil, 426*a*
Trapnall *v.* McAfee, 257
Trapp *v.* McClellan, 119
Trask *v.* Hallowell Granite Wks., 1349
v. Hamburger, 734
v. Hartford & E. R. R., 85*b*
Traut-Ditmar Const. Co. *v.* Hartman, 411
Travelers' Ins. Co. *v.* Fricke, 332
v. Parker, 664
Traver *v.* Eighth Ave. R. R., 486*c*
Travers *v.* Kansas P. Ry., 379, 380
Travis *v.* Barger, 1325, 1326, 1328
v. Duffau, 126*c*
Travis County *v.* Trogden, 1143
Trawick *v.* Martin-Brown Co., 359, 467, 564, 565*d*
v. Peoria & F. C. St. Ry., 667
Treaders' Ins. Co. *v.* Pacaud, 726
Treadwell *v.* Davis, 76
v. Tillis, 106
v. Whittier, 1262
Treanor *v.* Donahoe, 1326
v. New York Breweries Co., 622
Treasurers *v.* Buckner, 692
v. Clowney, 692*g*
v. Hilliard, 692*i*
Treat *v.* Barber, 43*j*, 929
v. Browning, 448*d*, 451
v. Gilmore, 82
v. Hiles, 625
v. Staples, 529
Trebilock *v.* Wilson, 270
Trecartin *v.* The Rochambeau, 269
Trefethen *v.* Locke, 667
Trelawney *v.* Colman, 1290
v. Thomas, 285, 304
Tremaine *v.* Hitchcock, 1230
Tremont, The, 593
Trenholm *v.* Bumpfield, 334
Trent *v.* Rhomberg, 688*a*
Trent and Humber Co., *In re*, 196, 857
Trent-Stoughton *v.* Barbados Water Supply Co., 1084
Trentman *v.* Wiley, 237, 682, 682*a*
Trenton M. L. & F. I. Co. *v.* Johnson, 729
Trester *v.* Pike, 685*k*
Tretter *v.* Chicago G. W. Ry., 937
Treweek *v.* Howard, 692*j*
Tribune Co. *v.* Bradshaw, 610, 618
Tribune Assoc. *v.* Follwell, 451
Trigg *v.* Clay, 156, 162, 740
v. Northcut, 86
v. St. Louis, K. C. & N. Ry., 42, 864, 866
Trigg Candy Co. *v.* Emmett Shaw Co., 734
Triggs *v.* Jones, 829
Trimble *v.* Kansas City P. & G. R. R., 314
v. Keer R. M. Co., 533, 536, 540
v. Moore, 335
v. New York Cent. R. R., 873
Trinder *v.* Thames M. I. Co., 710
Trinidad A. M. Co. *v.* Buckstaff Bros. Mfg. Co., 753
Trinidad National Bank *v.* Denver National Bank, 820
Trinity & S. Ry. *v.* O'Brien, 484, 491
v. Schofield, 937
Trinity Church *v.* Higgins, 48 N. Y. 532; 789, 790
v. Higgins, 4 Rob. 372; 972
Trinity College *v.* Hartford, 1148
v. Hill, 336
Triolo *v.* Foster, 1270*a*
Triplett *v.* Gill, 966
Tripp *v.* Bishop, 651, 1023
v. Forsaith Mach. Co., 753, 755
v. Grouner, 363, 493, 990*a*
Tri-State Telephone & Tel. Co. *v.* Cosgriff, 96, 1149*b*, 1166*e*
Triston *v.* Barrington, 1074
Trompen *v.* Hammond, 334
Trosper *v.* Comrs. of Saline Co., 1148
Trotier *v.* St. Louis, etc., R. R., 1160*a*
Trotter *v.* Grant, 310
v. Stayton, 910
v. Tousey, 734
Trout *v.* Kennedy, 250

[References are to sections]

Trout *v.* Watkins L. & U. Co., 164*a*, 370, 371*a*
Troutman *v.* Gowing, 270
Trowbridge *v.* Brookline, 1119
v. Holcomb, 279*c*
Trower *v.* Elder, 413
Trower Bros. Co. *v.* Hanson, 695*a*
Troy *v.* Cheshire R. R., 95, 924, 1110, 1261
v. Clarke, 1256*b*
v. Rogers, 682*a*
Troy & Boston R. R. *v.* Lee, 1146, 1149, 1185
v. Northern Turnpike Co., 1115, 1185
Troy Fertilizer Co. *v.* Logan, 667
Troy I. & N. Factory *v.* Corning, 1230
Troy L. M. Co. *v.* Dolph, 98, 192
Truby *v.* American N. G. Co., 924*a*
Truckee Lodge *v.* Wood, 99, 793
Trudeau, The, 595
True *v.* International T. Co., 169, 208*a*, 876, 882
v. Plumley, 443, 451
Truesdale *v.* Watts, 657
Trugg *v.* St. Louis, K. C. & N. Ry., 43*f*
Truitt *v.* Fahey, 614
Trull *v.* Granger, 984, 986, 1011
Trumbo *v.* Lockridge, 973
Trumbull *v.* School Dist., 96
Trump *v.* Baltzell, 310*a*
Trunkey *v.* Hedstrom, 734
Truro, The, 599
Trust Co. *v.* Floyd, 836, 837
Trustees' Church Home *v.* Morris, 301*c*
Trustees of College Point *v.* Dennett, 1171
Tubbs *v.* Van Kleek, 639
Tubular Rivet & Stud Co. *v.* Exeter Boot & Shoe Co., 222
Tuck *v.* Hartford F. Ins. Co., 726
v. Moses, 532
Tucker *v.* Buffalo Cotton Mills, 226*f*
v. Chaplin, 585
v. Clarke, 977
v. Cole, 934*a*
v. Deering S. W. Ry., 647*b*
v. Grover, 314, 315
v. Horn, 675
v. Ives, 310
Tucker *v.* Mass. Cent. R. R., 1165*b*
v. Newman, 74
v. Oxley, 1032
v. Parks, 1261
v. Philadelphia & R. C. & I. Co., 664
v. Preston, 671
v. Richards, 311*b*
v. Southern Ry., 363
v. State, 303
v. Watson, 340*c*
v. Winders, 366, 385
v. Wright, 54
Tuckwell *v.* Lambert, 441
Tudor *v.* Lewis, 565*b*
v. Macomber, 717
Tuers *v.* Tuers, 829
Tuffli *v.* Ohio L. Ins., etc., Co., 325
Tufts *v.* Adams, 106, 962, 967, 968, 973, 974
v. Atlantic Tel. Co., 416
v. Bennett, 107*a*, 753
v. Charlestown, 1168
v. Grewer, 752, 753
v. Lawrence, 758
v. Mabie, 762
v. Plymouth Gold Min. Co., 607, 667
v. Weinfeld, 752
Tuggle *v.* Hamilton, 980
Tuley *v.* State, 692*b*
Tuller *v.* Carter, 317
Tulley *v.* Corrie, 456
Tullidge *v.* Wade, 350, 475
Tullis *v.* McClary, 226*a*
Tullock *v.* Mulvane, 685*j*
Tully *v.* Dunn, 999*f*
v. F. R. R., 107*d*
v. Harloe, 533
v. New York & T. S. S. Co., 1359
v. Philadelphia, etc., R. R., 584
Tunis *v.* Grandy, 999*d*
Tunison *v.* Cramer, 678
Tunnel M. & L. Co. *v.* Cooper, 1350
Tunnicliffe *v.* Bay Cities C. Ry., 486
Tunno *v.* Fludd, 1053
Turck *v.* Chicago, 1367
Turkendall *v.* Veough, 968
Turnbow *v.* Wimberly, 372, 487*a*
Turner *v.* Beall, 278

[References are to sections]

Turner *v.* Brooks, 1006
v. Dawson, 298
v. Footman, 487*a*
v. Foxall, 451
v. Fremont, 416
v. Gibbs, 125*a*, 1041
v. Gonzales, 915
v. Goodrich, 979, 983
v. Grand Rapids, 655
v. Hardcastle, 81
v. Hardin, 1334
v. Hawkeye T. Co., 885
v. Hearst, 444*a*
v. Hitchcock, 36*a*
v. Johnson, 307
v. Lamb, 210
v. Lord, 678, 1012
v. Mason, 650
v. Mellier, 636*n*
v. Miller, 959, 983
v. Mo. Pac. Ry., 1154*c*
v. Moon, 970
v. N. B. & M. R. R., 380
v. Norfolk & W. R. R., 377*a*, 571*b*, 573*a*
v. Retter, 1044
v. Rising S. & L. T. Co., 929*a*
v. Robinson, 674
v. Sisson, 692*i*
v. Southern Ry., 226*c*, 873
v. State, 1154*a*
v. Stevens, 1335
v. Watkins, 340*b*
v. Webster, 650, 671
v. Younker, 435, 435*a*, 537, 565*a*
v. Williams, 311*b*
Turnpike *v.* Boone, 372
Turnpike Co. *v.* Fry, 81, 83
v. Kelley, 685
Turnpike Road *v.* Brosi, 1154*a*
Turnipseed *v.* Fitzpatrick, 914, 916
Turpie *v.* Lowe, 153*a*, 622
Turpin *v.* Sledd, 270
Turrill *v.* Illinois C. R. R., 1244
v. Michigan S. & N. I. R. R., 1231, 1244
Turton *v.* New York Recorder Co., 144 N. Y. 144; 446, 453
v. New York Recorder Co., 22 N. Y. Supp. 766; 1335
Tuskegee L. & S. Co. *v.* Birmingham Realty Co., 973
Tustin *v.* Sammons, 924
Tuteur *v.* Chicago & N. W. R. R., 574, 574*a*
Tuthill *v.* Morris, 340*b*
v. Scott, 99
Tuton *v.* Thayer, 803
Tutt *v.* Land, 310*a*
Tuttle *v.* Atlantic City Ry., 43*h*
v. Bisbee, 1032
v. Brown, 762
v. Claflin, 62 Fed. 453; 1243
v. Claflin, 76 Fed. 227; 1232*a*
v. Farmington, 228
v. Gaylord, 1233
v. Gilbert Manuf. Co., 992
v. Kent, 435
v. Loomis, 1233
v. Tompkins, 1047
v. Walker, 931
v. White, 934
v. Wilson, 504, 933, 934
Tuttle-Chapman Coal Co. *v.* Coaldale Fuel Co., 738
Tutwiler *v.* Burns, 642
Tutwiler C. C. & I. Co. *v.* Enslen, 574*a*
v. Nail, 1334
Twambly *v.* Henley, 956
Twenty-second Corp. *v.* Oregon S. L. R. R., 1123
Twick *v.* Marshall S. M. Co., 676
Twin L. H. G. M. Synd. *v.* Colorado M. R. R., 1171*a*
Twinam *v.* Swart, 537
Twitty *v.* McGuire, 660, 662
Twohig *v.* Brown, 973
Twohy Mercantile Co. *v.* Melbye, 341
Twomley *v.* Central, P. N. & E. R. R. R., 43*h*
Twyeross *v.* Grant, 779
Twyman *v.* Knowles, 70
Tye *v.* Gwynne, 1036
Tyers *v.* Rosedale & F. I. Co., 734, 737
Tygart *v.* Albritton, 193, 616
Tyler *v.* Ætna Fire Ins. Co., 729, 1034
v. Bailey, 652
v. Bowen, 364
v. Hudson, 1160*a*
v. Marsh, 622*b*

Tyler *v.* Moody, 787
v. Pomeroy, 47, 1265
v. Safford, 236, 237
v. Salley, 637, 638*b*, 639
v. Third Ave. R. R., 1262
v. Ulmer, 3650
v. Walker, 695*c*
v. Western U. T. Co., 875, 884
Tyler Car & Lumber Co. *v.* Wettermark, 735*c*
Tyler Mining Co. *v.* Last Chance Mining Co., 685, 685*c*
Tyler S. E. Ry. *v.* McMahon, 1367
v. Rasberry, 67*a*, 377, 1367
Tylor *v.* W. U. Tel. Co., 228*c*
Tyly *v.* Monroe, 851
Tynberg *v.* Cohn, 365*c*
Tyng *v.* American Surety Co., 682*a*
v. Commercial Warehouse Co., 497
Tynemouth *v.* Northumberland, *In re*, 1084, 1086
Tyre *v.* Wilson, 692*d*
Tyree *v.* Parham, 310
Tyrer *v.* King, 1002
Tyrrs *v.* Kansas City, F. S. & M. R. R., 982
Tyson *v.* Booth, 437*a*
v. Chestnut, 988
v. Ewing, 363, 376
v. Milwaukee, 316, 1154*c*
v. Pryor, 599*c*
v. Sanderson, 673
v. State Bank, 819

U

Uberhuh *v.* Eufaula Water Co., 101
Uerra *v.* Singer Mfg. Co., 1262
Uhe *v.* Chicago, etc., R. R., 318
Uhlefelder *v.* Ins. Co., 725
Uhl *v.* Small, 910
Uhle *v.* Philadelphia, 1154*c*
Uhler *v.* Barnum, 212*b*
Ulbricht *v.* Eufaula Water Co., 99
Ulbrich *v.* Gilmore, 1251
Ulme *v.* New York Central & H. R. R. R., 93, 95, 1187, 1190, 1195
Ulit *v.* Biggs, 226*a*
Ullman *v.* Babcock, 734
v. Barnard, 76
Ullman *v.* Chicago & N. W. R. R., 851
v. Devereux, 73
Ullmann *v.* Kent, 733, 735
Ulrich *v.* New York Press Co., 363, 366
v. Ulrich, 673*d*
Ulrick *v.* Dakota Loan & T. Co., 93*a*, 925, 932, 939
Ulster County Savings Institution *v.* Ostrander, 694
v. Young, 692*b*
Umbria, The, 166 U. S. 404; 594
Umbria, The, 59 Fed. 459; 67, 596
Underhill *v.* Agawam M. F. I. Co., 720
v. Gaff, 304, 310, 311
v. Spencer, 685*m*
v. Taylor, 449
v. Welton, 443
Underwood *v.* Old Colony St. Ry., 574, 1367
v. Parks, 452
Unexcelled Fireworks *v.* Politics, 733
Unfried *v.* Baltimore & O. R. R., 1331
Uniacke *v.* Chicago, etc., R. R., 331*a*
Union *v.* Durkes, 1330
Union Bank *v.* Blanchard, 762
v. Lobdell, 339*c*
v. Pinner, 973
v. Rideau Lumber Co., 933, 934
v. Thompson, 694
Union Central L. I. Co. *v.* Bernard, 730
v. McHugh, 730
v. Poettker, 730
Union Coal Mining Co. *v.* McAdam, 1021
Union Depot & Ry. *v.* Brunswick, 1151
v. Londoner, 482*a*
v. Smith, 1327, 1336
Union El. R. R., Matter of the, 1204
Union G. & T. Co. *v.* Robinson, 676
Union Institution *v.* Boston, 326
Union Ins. Co. *v.* Central Trust Co., 687
Union L. & E. Co. *v.* Erie Ry., 405
Union Mill Co. *v.* Prentzler, 362, 383*b*, 1343
Union Nat. Bank *v.* Cross, 565*a*, 565*b*, 565*c*
v. Roberts, 703
Union P. D. & G. Ry. *v.* Williams, 246, 251

[References are to sections]

Union Pacific Ry. v. Connolly, 1356
v. Dunden, 86*b*, 172*a*, 575, 1367
v. Goodridge, 857*a*
v. Hammerlund, 490
v. Hand, 1326
v. Hause, 359, 1326
v. Jones, 49 Fed. 343; 172*a*
v. Jones, 21 Colo. 340; 486*a*, 486*c*
v. Milliken, 481
v. Mitchell, 1331
v. Ray, 317, 318
v. Shook, 606
v. Travelers' Ins. Co., 636*n*, 999
Union R. R. & T. Co. v. Traube, 844
Union Ry. v. Hunton, 1179
v. Raine, 1152*a*
Union Refining Co. v. Barton, 834*c*
Union Savings Bank & Trust Co. v. Gelbach, 324*a*
Union Selling Co. v. Jones, 762
Union S. S. Co. v. New York S. S. Co., 587
Union Stove & Machine Works v. Breidenstein, 690
Union T. R. R. v. Moore, 1165*a*
v. Peet Bros. Mfg. Co., 1154, 1171
v. Pfeil, 1148
Union Trust Co. v. Citizens' Trust Co., 794
v. Cuppy, 93
Union Village & Johnsonville Railroad, *In re*, 1185
Union W. P. Co. v. Lewiston, 316
v. Pingree, 999*b*
Uniontown v. Berry, 908
United Coal Co. v. Cannon City Coal Co., 935
United Engineering & C. Co. v. Broadnax, 617
United Horseshoe Co. v. Stewart, 1220
United M. R. & I. Co. v. American Bill Posting Co., 633*f*
United Merthyr Collieries Co., *In re*, 502, 935
United Nickel Co. v. Central P. R. R., 1222
United Power Co. v. Matheny, 860, 865
United Press v. N. Y. Press Co., 107*b*
United R. & E. Co. v. Cloman, 1309
v. McDonald, 679*a*
United R. & E. Co. v. Wehr, 737
United S. M. Co. v. Abbott, 423
v. Holt, 496
U. S. v. Addison, 569, 688*a*
v. Alcorn, 676
v. Arnold, 678
v. Bayard, 338
v. Behan, 192, 616, 752
v. Bethlehem Steel Co., 408, 419
v. Brindle, 673*e*
v. Broadhead, 686
v. Buchanan, 1031
v. Burgdorf, 679*b*
v. Butler, 305, 311*a*, 340
v. Certain Lands in Town of Narragansett, 1161
v. Curtis, 305, 692*f*
v. Denvir, 305
v. Dudley, 692*b*
v. Dumplin Island, 1166*a*
v. Eccles, 934
v. Eckford, 692*d*
v. Eggleston, 310
v. Fitzsimmons, 310
v. Floyd, 614
v. Gentry, 934
v. Grizzard, 1116, 1165*a*
v. Hatch, 416*a*, 676
v. Hielner, 504, 934
v. Homestake Min. Co., 934, 935
v. Honolulu Plantation Co., 1149
v. Inlots, 1169
v. January, 692*e*
v. Kirkpatrick, 692*d*
v. Land in Monterey Co., 1174
v. Lewis Pub. Co., 677
v. Macdaniel, 1285
v. M'Dowell, 1285
v. Magoon, 935
v. Martin, 673*d*
v. Montell, 416*a*
v. Moore, 692*i*
v. Morgan, 11 How. 154; 563
v. Morgan, 99 Fed. 570; 599*c*
v. N. Carolina, 338
v. Oteri, 416*a*
v. Pine River L. & I. Co., 226*d*, 494, 506*a*
v. Pingree, 416*a*
v. Poulson, 302*a*

[References are to sections]

U. S. *v.* Prescott, 692*f*
v. Robeson, 1031
v. Sanborn, 340
v. Sargent, 338
v. Seufert Bros. Co., 1171*e*
v. Smith, 94 U. S. 214; 30, 213, 613
v. Smith, 110 Fed. 338; 1174
v. Speed, 613, 614
v. Spencer, 692*b*
v. Taffee, 78 Fed. 524; 1171*b*
v. Taffee, 86 Fed. 830; 1161
v. Taylor, 360, 363, 368, 373
v. Teller, 503
v. The Union, 1285
v. Ute C. & C. Co., 935
v. Walker, 677
v. Wann, 692
v. Watts, 692*f*
v. Welsh, 1178
v. West, 692*a*
v. Withers, 636*f*
U. S. Bank *v.* Chapin, 325
v. Magill, 302*a*
United States Brewing Co. *v.* Stoltenberg, 575
United States Exp. Co. *v.* Backman, 851
v. Haines, 854, 856
v. Koerner, 109
v. Meints, 76
v. Wahl, 47
United States F. & G. Co. *v.* American Blower Co., 769*b*
v. Hows, 682*a*
v. Jones, 685*b*
v. Milstead, 692
United States M. A. Assoc. *v.* Barry, 732
U. S. Mortgage Co. *v.* Sperry, 327, 346, 411
United States Tel. Co. *v.* Gildersleve, 876, 890
v. Wenger, 882
U. S. Trust Co. *v.* O'Brien, 148, 999*k*
United Steamship Co. *v.* Haskins, 852
United Surety Co. *v.* Summers, 419
Universal L. Ins. Co. *v.* Binford, 730
University of Louisville *v.* Hammock, 1345
Unsell *v.* Hartford L. & Annuity Ins. Co., 302
Untermeyer *v.* Freund, 1235
Upcher *v.* Oberlender, 1334
Upchurch *v.* Robertson, 361, 364, 377
Updegraff *v.* Lesem, 998
Updegrove *v.* Pennsylvania R. R., 1177
v. Zimmerman, 448*a*, 452
Updike *v.* Ten Broeck, 308*a*, 671
Upham *v.* Barbour, 497*c*
v. Worcester, 1147
Upson C. & M. Co. *v.* Williams, 932
Upstone *v.* Weir, 615
Upton *v.* Hume, 446, 448*d*
v. Julian, 1050, 1059
v. So. Reading Branch R. R., 1129, 1147
v. Times-Democrat Pub. Co., 1335
v. Vail, 32
Uransky *v.* Dry Dock, E. B. & B. R. R., 486
Uren *v.* Golden Tunnel Min. Co., 1355
Urquhart *v.* McIver, 707
Ursula I. Co. *v.* Amsinck, 713
Usher *v.* Hiatt, 121*d*
v. Noble, 712, 714
v. Scranton Ry., 1372
Utah Optical Co. *v.* Keith, 988
Utica Bank *v.* Finch, 688*a*
Utica, C. & S. V. R. R., *Re*, 1146, 1164, 1185
Utica R. R. *v.* Gates, 968, 979
Utopia, The, 594
Uttendorffer *v.* Saegers, 74
Utter *v.* Chapman, 211, 858
Utterson *v.* Vernon, 908
Uttley *v.* Local Board of Health, 1089

V

Vadeboncœur *v.* Mason, 1275
Vail *v.* Jersey Little Falls Manuf. Co., 664
v. Junction R. R., 959, 964
v. Nickerson, 335
v. Reynolds, 777
Valente *v.* Weinberg, 655*b*
Valenti *v.* Sierra Ry., 577
Valentine *v.* Ruste, 301*c*
v. Wheeler, 793

Vallens *v.* Tillman, 622*a*
Vallier *v.* Walsh, 1008
Vallo *v.* U. S. Exp. Co., 43*h*, 219
Valparaiso *v.* Moffit, 924
Valparaiso C. W. W. *v.* Dickover, 941
Valpy *v.* Oakeley, 734
Van Alen *v.* Rogers, 902
Van Allen *v.* Illinois C. R. R., 736
Van Arman *v.* Byington, 664
Van Arsdale *v.* Joiner, 80
v. Rundel, 162, 740
Vanatta *v.* Vanatta, 682
Van Benschooten *v.* Lawson, 343
v. Yaple, 451
Van Bentham *v.* Osage County, 1173
Van Benthuyson *v.* De Witt, 676
Van Beuren *v.* Van Gaasbeck, 310
Vanblaricum *v.* State, 1148
Van Brocklen *v.* Smeallie, 140 N. Y. 70; 753, 755
v. Smeallie, 64 Hun, 467; 1023
Van Brocklin *v.* Brantford, 996
Van Brunt *v.* Ahearn, 1194
v. Cincinnati, J. & M. R. R., 573
v. Schenck, 55
Van Buren *v.* Digges, 410, 1039
v. Fishkill Water Works Co., 71, 1157
v. Van Gaasbeck, 314*b*
Van Buskirk *v.* Dunlap, 70
v. Quincy, D. & K. C. R. R., 1261, 1267
Vance *v.* Congressional Township, 911
v. Evans, 304
v. Forster, 721
v. House, 973
v. Lancaster, 806
v. McBurnett, 763
v. Shreveport First Nat. Bank, 310
v. Tourné, 519, 763
Vancleave *v.* Clark, 633*a*
Van Cleve *v.* St. Louis, M. & S. E. R. R., 124 Mo. App. 224; 1270*a*
v. St. Louis, M. & S. E. Ry., 137 Mo. App. 332, 1362
Van Clief *v.* Van Vechten, 656
Vandalia Coal Co. *v.* Yemm, 44
Van De Bogart *v.* Marinette & M. P. Co., 1354
Vandegrift *v.* Abbott, 209, 992
Vandenburgh *v.* Truax, 111*f*
Vanderberg *v.* Connoly, 462, 463, 686*a*
Vanderpool *v.* Richardson, 45, 637, 639*a*
Vanderslice *v.* Philadelphia, 947
Vanderveer *v.* Moran, 486*c*
Vander Velde *v.* Leroy, 123
Van de Sande *v.* Hall, 1041
Van Deusen *v.* Young, 74, 933, 950
Vandevoort *v.* Gould, 307, 919
Van Dieman's Land Co. *v.* Cockerell, 257
Vandine *v.* Burpee, 1291
Vandiver *v.* O'Gorman, 497*e*
v. Waller, 565*b*, 682, 682*a*, 683
Van Dorn *v.* Mengedoht, 615
Van Dusan *v.* Grand Trunk Ry., 865
Van Dusen *v.* Letellier, 485*a*
Vandyke *v.* Brown, 821
Van Epps *v.* Harrison, 1027, 1040, 1052
Van Etten *v.* Kosters, 681
v. Newton, 857
Van Eyken *v.* Erie R. R., 590
Van Fossen *v.* Clark, 1310*a*
Van Giesen *v.* Van Houten, 301
Van Gordon *v.* Ormsby, 341
Van Hise *v.* Board of Supervisors, 303
Van Hoozer *v.* Van Hoozer, 685
Van Hoozier *v.* Hannibal & St. J. R. R., 93
Van Horn *v.* Kermit, 873
v. Redman, 537
v. Rucker, 755
Van Husan *v.* Kanouse, 345
Van Husen *v.* Omaha Bridge, etc., R. R., 1151
Van Jellico Min. Co. *v.* Rollins, 1334
Van Kamen *v.* Roes, 414
Van Keuren *v.* Miller, 90
Van Lew *v.* Parr, 973
Van Lindley *v.* Richmond & D. R. R., 854
Vann *v.* Lunsford, 746
Vannatta *v.* Vannatta, 682*a*
Van Ness *v.* Fisher, 194
Van Olinda *v.* Hall, 480*b*, 1338
Van Orman *v.* Lake Shore & M. S. Ry., 1354
Van Orsdol *v.* B. C. R. & N. Ry., 95
Van Ostrand *v.* Reed, 798
Van Pelt *v.* Corwine, 673*a*

[References are to sections]

Van Pelt *v.* Davenport, 942
v. Littler, 564
v. McGraw, 73
Van Rensselaer *v.* Bradley, 999*d*
v. Gallup, 999*d*
v. Jewett, 5 Den. 135; 313*a*, 999*a*
v. Jewett, 2 N. Y. 135; 307, 313, 313*a*
v. Jones, 307, 313*a*, 999*d*
v. Mould, 936
v. Platner, 313*a*, 999*a*
v. Radcliffe, 931
Van Riper *v.* Morton, 310
v. Williams, 973
Van Schaick *v.* Lese, 1017
v. Ramsey, 80
v. Sigel, 218
v. Trotter, 1280
Van Schoick *v.* Canal Co., 1110, 1164
v. Van Schoick, 106
Van Size *v.* Long Island R. R., 1175
Van Steenburgh *v.* Tobias, 36*a*
Vanstone *v.* Hopkins, 739
Van Storch *v.* Griffen, 641
Van Tassell *v.* Wakefield, 916
Vant Hul *v.* Great Northern Ry., 1359
Vantine *v.* The Lake, 589, 593
Van Valkenburgh *v.* Evertson, 762
v. Fuller, 336
Van Veghten *v.* Hudson R. P. T. Co., 924, 932
Van Velsor *v.* Seeberger, 1027
Van Vlut *v.* Adair, 276
Van Vranken *v.* Kansas City E. Ry., 1352
Van Waggoner *v.* McEwen, 973
v. New York Cement Co., 1292
Van Wart *v.* Woolley, 812, 813, 814
Van Werden *v.* Equitable L. Assn. Society, 439*c*, 730
v. Winslow, 1069
Van Winkle *v.* Johnson, 808
v. Satterfield, 667
v. United States M. S. Co., 844
v. Wilkins, 134*a*, 165, 762, 767, 1051
Van Wyck *v.* Allen, 191, 768
v. Alliger, 482
v. Montrose, 676
Van Zandt *v.* The Mayor, 956
Vaulx *v.* Herman, 1330
Vautier *v.* Atlantic Refining Co., 937
Vaughan *v.* Bibb, 311*d*
v. Howe, 308
v. Kennan, 345, 339*a*
v. Reddick, 623
v. Smith, 339*a*
v. Taff Vale Ry. Co., 33
v. Webster, 493
Vaughan & Telegraph, The, 2 Ben. 47; 593, 596
Vaughan & Telegraph, The, 14 Wall. 258; 844
Vaughan's Seed Store *v.* Stringfellow, 191
Vaughn *v.* Farmers' & M. Bank, 1006
v. Glen Falls Portland Cement Co., 1357
v. Wabash R. R., 851
v. Walsh, 1031
Varco *v.* Chicago, M. & S. P. Ry., 318
Varna *v.* St. L. & C. R. Ry., 630
Varnham *v.* Council Bluffs, 67
Varril *v.* Heald, 549
Vaspor *v.* Edwards, 945
Vassear *v.* Livingston, 1033
Veazie *v.* Bangor, 657
v. Hosmer, 659
v. Somerby, 534
Vedder *v.* Hildreth, 134
v. Van Buren, 58
v. Vedder, 924, 924*a*
Vedder's Estate, *In re*, 301*c*
Veghte *v.* Hoagland, 636*g*
Veiths *v.* Hagge, 298
Velte *v.* United States, 331*a*
Vencill *v.* Quincy, O. & K. C. R. R., 212
Vennum *v.* Gregory, 324*a*
Vent *v.* Duluth Trust Co., 688*a*
v. Osgood, 673*a*
Venus, The, 589, 592, 593
Venus Shipping Co. *v.* Wilson, 858
Veon *v.* Creaton, 1247
Verderame *v.* Hansen, 650
Verdier *v.* Trowell, 762
Vermilya *v.* Chicago, M. & S. P. Ry., 937*a*
Vermont Loan & Trust Co. *v.* Dygert, 331

[References are to sections]

Vermont R. R. *v.* Vermont C. R. R., 301
Vermont S. B. C. *v.* Ladd, 301*c*
Vernier *v.* Knauth, 832*a*
Vernon Shell Road Co. *v.* Mayor, 1156
Vernon's Case, 964
Verree *v.* Hughes, 334
Verrill *v.* Minot, 41
Vester *v.* Rhode Island Co., 1354
Vicars *v.* Wilcocks, 113
Vicary *v.* Foley, 249, 516*c*
Vick *v.* Whitfield, 451
Vickery *v.* Evans, 750
v. McCormick, 166, 734, 739
v. Ritchie, 649, 650, 655*e*, 657
Vicksburg *v.* Herman, 1123
v. McLain, 574, 1367
Vicksburg & J. R. R. *v.* Patton, 368, 380
Vicksburg & M. R. R. *v.* Putnam, 226*f*, 481, 485
v. Ragsdale, 152, 856
v. Scanlan, 360
Vicksburg R. R. *v.* Marlett, 366
Vicksburg, S. & P. R. R. *v.* Dillard, 1139
Vicksburg, S. & T. R. R. *v.* Calderwood, 1139
Vicksburg W. S. Co. *v.* Gorman, 615, 647*c*
Viscksburg W. W. Co. *v.* Dutton, 371*a*
Victorian Rys. Comrs. *v.* Coultas, 43*d*, 43*h*, 861
Victory, The, 587, 588
Vider *v.* Chicago, 337
Vierling *v.* Binder, 638
Viernow *v.* Carthage, 752*a*
Vietti *v.* Nesbitt, 312
Vilas *v.* Barker, 554
v. Downer, 1303
Viles *v.* Barre & M. T. & P. Co., 656
Vilicki *v.* New York Transp. Co., 1347
Viliski *v.* Minneapolis, 935
Village of Port Henry *v.* Kidder, 1169
Villers *v.* Beaumont, 964
Vilter Mfg. Co. *v.* Tygarts' V. B. Co., 425
Vinal *v.* Core, 47
Vincennes, City of, *v.* Richards, 1112
Vincent *v.* Mayblum, 366
Vindas *v.* Dering Coal Co., 1347
Vine *v.* Casmey, 374
Vinton *v.* Mansfield, 691*a*
v. Peck, 695
Vinyard *v.* Barnes, 689
Viola, The, 596*a*
Violet *v.* Rose, 156, 1012, 1021*a*, 1022
Virginia *v.* Ches. & Ohio Canal Co., 346
Virginia & Truckee R. R. *v.* Henry, 1148
Virginia-Carolina Peanut Co. *v.* Atlantic C. L. R. R., 159, 856*a*
Virginia Ehrman, The, 588, 590
Virginia Hot Springs Co. *v.* McCray, 95
Virginian Ry. *v.* Hurt, 933
Vivian *v.* Allen, 439*a*
v. Champion, 999*h*
v. Otis, 692*e*
Vlasservitch *v.* Augusta & A. Ry., 361
Vlierboom *v.* Chapman, 841
Voegler *v.* Western U. T. Co., 154
Voelckel *v.* Banner Brewing Co., 674
Voelker *v.* Chicago, M. & S. P. Ry., 1367
v. Hill-O'Meara Construction Co., 1367
Vogan *v.* Caminetti, 703
Vogel *v.* McAuliffe, 45, 373, 927
Vogt *v.* Grinnell, 924, 1110
v. Schienebeck, 734
Voigt *v.* Beller, 345
Voisin *v.* Commercial Mut. Ins. Co., 713
v. Providence Washington Ins. Co., 713
Volans *v.* Owen, 1248, 1249, 1255
Volquardsen *v.* Iowa Teleph. Co., 897*a*
Volters *v.* Schultz, 637*a*
Voltz *v.* Blackmar, 352, 366, 1305
Volund, The, 1367
Von Berg *v.* Goodman, 991
Von Bruck *v.* Peyser, 439*f*
Vonderhite *v.* Walton, 970, 980*a*
Von der Horst *v.* Von der Horst, 301*c*
Von Dorn *v.* Mengedoht, 642
Von Fragstein *v.* Windler, 85*c*, 368
Von Hemert *v.* Porter, 343, 344
Von Reeden *v.* Evans, 484
Von Schoening *v.* Buchanan, 101

Von Storch *v.* Winslow, 360, 564
Voorhees *v.* Earl, 761, 762, 763
v. Stoothoff, 311*c*
Vorse *v.* Phillips, 232, 237
Vosberg *v.* Putney, 78 Wis. 84; 490
v. Putney, 80 Wis. 523; 121*b*
v. Putney, 86 Wis. 278; 121*b*
v. Welch, 55
Vose *v.* Philbrook, 311
Vournakis *v.* Maropulos, 1347
Vowell *v.* Issaquah Coal Co., 1367
Vredenburgh *v.* N. Y. C. & H. R. R. R., 1354
Vreeland *v.* Michigan Cent. R. R., 1367
Vroman *v.* American M. U. E. Co., 851
v. Exp. Co., 851
Vuccino & Co. *v.* Brown, 742*a*
Vulcan Iron Works *v.* Co. Roquemore, 734, 764
Vulcanite P. Co. *v.* American A. S. P. Co., 1238

W

W. A. Manda *v.* Orange, 932
W. G. Morel & Co. *v.* Lehman, 1355
W. J. Holliday & Co. *v.* Highland I. & S. Co., 635, 752
W. K. Syson Lumber Co. *v.* Dickens, 226*b*
W. M. Ritter Lumber Co. *v.* Jordan, 1356
W. P. Callahan & Co. *v.* Chickasha Cotton Oil Co., 189
W. R. Lynn Shoe Co. *v.* Auburn-Lynn Shoe Co., 1246*c*
W. T. Adams Mach. Co. *v.* Castleberry, 767
W. T. Hanson Co. *v.* Collier, 452
W. W. Carre & Co. *v.* Masse, 1258
Wabash *v.* Carver, 1367
Wabash, C. & W. Ry. *v.* Oetting, 67*a*
Wabash Printing Co. *v.* Crumrine, 386
Wabash R. R. *v.* Campbell, 225, 852
v. Foster, 854
v. McCabe, 685*j*, 685*n*
v. Williamson, 318
Wabash, S. L. & P. Ry. *v.* McDougall, 1130, 1152
v. Recor, 380, 387
Wabash Western Ry. *v.* Friedman, 482
Wachendorf *v.* Lancaster, 968
Wachsmuth *v.* Heil, 1059
Waco Artesian Water Co. *v.* Cauble, 221, 221*a*
Waddell *v.* Metropolitan St. Ry., 1347
Wade *v.* Barlow, 979
v. Belmont, I. C. & W. P. Co., 633*e*
v. Carolina T. & T. Co., 1149
v. Comstock, 959, 963, 981
v. Gould, 533, 539
v. Graham, 692*j*
v. Green, 801
v. Halligan, 1057
v. Haycock, 657
v. Herndl, 251
v. Leroy, 41, 47, 180, 226*f*, 481
v. Merwin, 965
v. Pratt, 326
v. Thayer, 372, 378
v. Wade's Adm'r, 311*b*
Wadham *v.* Northeastern Ry., 1085
Wadhams *v.* Swan, 970
Wadleigh *v.* Buckingham, 536, 538
v. Duluth St. Ry., 1347
v. Marathon Bank, 70
v. Sutton, 657
Wadsworth *v.* O'Donnell, 685*a*
v. Treat, 47, 481
v. Western U. T. Co., 45, 45*a*, 46, 894
Waechter *v.* Walters, 673*d*
Wagenseller *v.* Prettyman, 808
Wager *v.* Troy Union R. R., 1184
Wagers *v.* Irvine, 334
Waggoner *v.* Cox, 411, 416
v. Gray, 312
v. Jermaine, 949, 1108
v. Porterfield, 1357
v. Sneed, 1357
Wagner *v.* Bristol Belt Line Ry., 1152*a*
v. Corkhill, 186, 645
v. Dette, 681, 1070
v. Finnegan, 959, 982
v. Gage Co., 1141
v. Gibbs, 1345
v. H. Clausen & Son. B. Co., 1367
v. Holbrunner, 452
v. Jacoby, 85

[References are to sections]

Wagner *v.* White, 999*c*
Wagstaff *v.* Short Horn Dairy Co., 768
Wait *v.* Borne, 762
Waite *v.* Dolby, 527
Waithman *v.* Weaver, 451
Wakefield *v.* Stedman, 405, 684
Wakeford *v.* Commissioner of Railways, 610
Wakelin *v.* Morris, 448
Wakley *v.* Hart, 1279
v. Johnson, R. & M., 449
Wakeman *v.* Illingsworth, 1039, 1040
v. Wheeler & W. M. Co., 193, 193*a*, 633, 834*c*, 1294
Wakes *v.* New York Cent. & H. R. R. R., 1356
Walbridge *v.* Walbridge, 121*b*
Walcott *v.* Harris, 678
v. Holcomb, 1258
Wald *v.* Pittsburgh, C., C. & St. L. R. R., 119
Walden *v.* Sherburne, 311
v. Western U. T. Co., 883
Waldhier *v.* H. & St. J. R. R., 1356
Waldo *v.* Fobes, 676
v. Long, 969, 982
Waldrip *v.* Black, 794, 807*c*
Waldron *v.* Berry, 106
v. Hendrickson, 90
v. McCarty, 956
v. Marcier, 930
v. St. Paul, 1363
Waldteufel *v.* Pacific Vineyard Co., 620
Wales *v.* Bogue, 676
v. Pacific E. M. Co., 573*a*
v. Waterbury Mfg. Co., 1237
Walker *v.* Bank, 819
v. Bement, 257, 407
v. Borland, 317, 432*a*, 519, 565
v. Boston & M. R. R., 44, 484
v. Bradley, 303
v. Broadhurst, 789
v. Chanslor, 383*b*
v. Constable, 285, 287
v. Davis, 924*a*
v. Deaver, 79 Mo. 664; 976, 979
v. Deaver, 5 Mo. App. 139; 980
v. Engler, 419
v. Erie Ry., 180, 1325
v. France, 1016, 1027
Walker *v.* Fuller, 55, 366
v. Hadduck, 307, 999*a*
v. Hatton, 1000
v. Hitchcock, 910
v. Hoisington, 1060
v. Johnson, 13 Ark. 522; 975
v. Johnson, 6 Ind. App. 600; 641*b*
v. Johnson, 28 Minn. 147; 493
v. Lake Shore & M. S. Ry., 104 Mich. 606; 583
v. Lake Shore & M. S. Ry., 111 Mich. 518; 577
v. McMcCoy, 1042
v. McNeill, 573*a*, 577
v. Martin, 1326
v. Moore, 156, 607*b*, 1002, 1017
v. Old Colony & N. R. R., 1119, 1166*d*
v. Orange, 657
v. Osgood, 691
v. Pittman, 459
v. Pritchard, 685*g*
v. Schuyler, 921
v. Sedalia, 1166*e*
v. Sedgwick, 1053
v. Simmons Mfg. Co., 1357
v. Smith, 4 Dall. 389; 823
v. Smith, 1 Wash. C. C. 152; 31
v. Southern Ry., 317
v. Swayzee, 209, 992
v. Walker, 819
v. Wickens, 364, 377
v. Wilmarth, 548, 568
v. Wills, 302*a*
v. Wilson, 363*a*
Walker and Nevil's case, 921
Wall *v.* Cameron, 47, 481
v. City of London R. P. Co., 30, 1018
v. Hill, 922
v. Hinds, 999*k*
v. Holloman, 933
v. Livezay, 481
v. London R. P. Co., 1014, 1020
v. Pittsburgh Harbor Co., 932
v. Platt, 935*a*
Wallace *v.* Ah Sam, 156
v. Bach, 1353
v. Bentley, 838
v. Brown, 1328

[References are to sections]

Wallace *v.* Clark, 691*a*
v. Dallas, 1108
v. Drew, 36*a*
v. Finberg, 467
v. Finch, 930*a*
v. Floyd, 664
v. Goodall, 70, 929*a*, 933
v. Hallowell, 778
v. Insurance Co., 720, 722*a*, 723
v. Jefferson Gas Co., 1161, 1164
v. Long, 673*b*
v. Pecos & N. T. Ry., 843*a*
v. Pennsylvania R. R., 112, 181, 482*a*
v. Swift, 121*a*, 816, 817
v. Talbot, 975
v. Telfair, 817
v. Terry, 684
v. Thames, etc., Ins. Co., 711
v. Vacuum Oil Co., 1354
v. Vigus, 844
v. Western N. C. R. R., 41, 47, 180, 226*f*
v. Williams, 363
v. Wilmington & N. R. R., 86*c*, 481, 485
v. Wren, 762
v. York, 237
Waller *v.* Long, 411
v. Midland G. W. Ry., 843
v. Waller, 363
Wallerstein *v.* Columbian Ins. Co., 710
Walley *v.* Deseret Nat. Bank, 256, 497
Walling *v.* Schwartzkopf, 1060
Wallingford *v.* Kaiser, 228*f*, 247
v. Western U. T. Co., 883
Wallis *v.* Chowning, 363
v. Cook, 844
v. Dilley, 341, 685*g*
v. Keeney, 686*a*
v. Smith, 413, 414
v. Westport, 486
Wallor *v.* Bowling, 492*b*
Walls *v.* Johnson, 538, 689*a*
v. People's Ry., 482, 484, 485
v. Rochester Ry., 1367
Wallsworth *v.* Mead, 802
Walnut *v.* Wade, 346
Walnut R. M. Co. *v.* Cohn, 734
Walrath *v.* Redfield, 18 N. Y. 457; 316, 319
v. Redfield, 11 Barb. 368; 225, 942
v. Whittekind, 646*b*
Walser *v.* W. U. Tel. Co., 170
Walsh *v.* Adams, 83
v. Chicago, M. & S. P. Ry., 42, 46*a*
v. Fisher, 672, 673*f*
v. Hale, 1016
v. Jenvey, 656, 657
v. Myers, 617, 636*a*, 752
v. New York Cent. & H. R. R., 1356
v. Sayre, 1309
v. Sisson, 440
Walshe *v.* Endom, 999
Waltenberg *v.* Bernhard, 366
Walter *v.* Hangen, 644, 656
v. Maresch, 1286*b*
v. Post, 71, 182, 926, 932
v. Warfield, 691*a*
Walter A. Wood M. & R. M. Co. *v.* Hancock, 241*a*
Walter Baker & Co. *v.* Slack, 1246*c*
Walter W. Pharo, The, 196
Walters *v.* Chamberlin, 932, 939
v. Chicago, R. I. & P. R. R., 575
v. McGirt, 304
v. Transue, 988*a*
Walterscheid *v.* Crupper, 1343
Walthur *v.* Wetmore, 499
Walton *v.* Campbell, 236, 961, 982, 983
v. Meeks, 1010, 1017
v. Ruggles, 90
v. U. S., 338
v. Vanderhoof, 334
Walton Ave., *In re*, 1151
Walworth *v.* Finnegan, 656, 660, 662
v. Pool, 206, 858
Wamsley *v.* Atlas Steamship Co., 250
v. Wamsley, 734
Wanamaker *v.* Bowes, 363, 565
Wanata, The, 324, 598
Wandelohr *v.* Grayson County Nat. Bank, 681*a*, 689
Wanderer, The, 599
Wanhscaffe *v.* Pontoja, 988
Wankowski *v.* Crivitz P. & P. Co., 1349
Wann *v.* Western U. T. Co., 876
Wanser *v.* Messler, 774

[References are to sections]

Wapello *v.* Bigham, 692*b*
Waples *v.* Overaker, 755
Wappoo Mills *v.* Commercial Guano Co., 734
Ward *v.* Adams' Trustee, 999*c*
v. Ashbrook, 979
v. Benson, 60
v. Blackwood, 41 Ark. 295; 360, 384
v. Blackwood, 48 Ark. 396; 41, 47, 481
v. Carson R. W. Co., 503, 933
v. Chicago, M. & St. P. Ry., 937, 937*a*
v. Dick, 447
v. The Fashion, 587
v. Fellers, 1040, 1049, 1068
v. Haws, 236, 1257
v. Henry, 82
v. Hood, 689*a*
v. Hudson River Blg. Co., 408, 419
v. Kelsey, 991
v. Kenner, 334
v. Meeds, 1348
v. Moffett, 53
v. New York C. R. R., 146, 854
v. Salisbury, 674
v. Smith, 7 Wall. 447; 340*c*
v. Smith, 11 Price, 19; 185, 1266
v. Vanderbilt, 171*a*, 863
v. Ward, 372
v. West Jersey & S. R. R., 43*h*
Warde *v.* Aeyre, 505
Warden *v.* Greer, 844
v. Philadelphia, 1171
Wardens & Commonalty of the Mystery of Grocers *v.* Donne, 1108
Warder *v.* Arell, 267
Warder B. & G. Co. *v.* Cuthbert, 1326
Wardrobe *v.* California Stage Co., 368, 378
Ward's C. & P. L. Co. *v.* Elkins, 842
Ware *v.* Cartledge, 445
v. Fowler, 556
v. McMurray, 611
v. Owens, 921
v. Simmons, 333
v. Weathnall, 774, 959
v. Welch, 180
Ware Bros. Co. *v.* Cortland C. & C. Co., 633*f*
Warfield *v.* Booth, 632, 1062
v. Clark, 777
v. Walter, 55
Waring *v.* Cunliffe, 343
v. Gaskill, 1069
v. Henry, 308
Warlow *v.* Harrison, 834
Warner *v.* Abbey, 929
v. Bacon, 89, 226*n*, 1007 1261
v. Benjamin, 777
v. Chamberlain, 44
v. Hitchins, 999*j*
v. Juif, 326
v. Lockerby, 449, 451
v. Lumber, etc., Co., 1149
v. Matthews, 78, 691*b*
v. Press Pub. Co., 377
v. Southern Pac. Co., 1342
v. Talbot, 1371
v. Thurlo, 678
v. Vallily, 82
v. Winfrey, 1027
Warner Instrument Co. *v.* Ingersoll, 1271
Warr *v.* London County Council, 1097
Warrall *v.* Munn, 301*b*
Warren *v.* A. B. Mayer Mfg. Co., 734, 742
v. Banning, 301*b*
v. Chandler, 1007, 1010
v. Coharie Lumber Co., 363
v. Cole, 229
v. Deslippes, 99
v. Franklin Ins. Co., 271, 712, 717
v. Kelley, 81
v. Powers, 692*j*
v. Putnam, 934*a*
v. Ray, 233
v. Stoddart, 205, 222
v. Tyler, 1054
v. Wagner, 999*j*
v. Westrup, 1279
v. Wheeler, 1012, 1018
Warren & O. V. R. R. *v.* Waldrop, 1367
Warren County *v.* Klein, 293, 337
v. Rand, 1139*a*
v. Ward, 692*d*
Warrick *v.* Reinhardt, 945

[Referenees are to sections]

Warrick *v.* Rounds, 1249, 1253
Warrior C. & C. Co. *v.* Mabel Min. Co., 934, 935
Wartman *v.* Swindell, 109, 432
Warwick *v.* Ely, 301*c*
v. Foulkes, 465
v. Hutchinson, 139
v. Richardson, 795
Washburn *v.* Carthage Nat. Bank, 252
v. Gilman, 36*a*
v. Hubbard, 834*c*
v. Milwaukee & L. W. R. R., 253, 1130, 1148
Washburn & Moen Mfg. Co. *v.* Worcester, 1149
Washington, The, 9 Wall. 513; 599
Washington, The, 5 Jur. 1067; 588
Washington *v.* Hunt, 692*j*
v. Pacific E. R. R., 171*a*
v. Park, 685*g*
v. Potomac E. & C. Co., 419
v. Rhode Island Co., 1347
v. Timberlake, 1266
Washington & G. R. R. *v.* American Car Co., 195
v. Dashiell, 43*i*
v. Harmon, 86*c*, 322, 334
v. Hickey, 486*a*
v. Patterson, 485
Washington & N. O. T. Co. *v.* Hobson, 884, 895
Washington A. & G. S. P. Co. *v.* Sickles, 1220
Washington, A. & M. V. Ry. *v.* Lukens, 143, 150
Washington Cemetery *v.* Prospect Park & C. I. R. R., 1184
Washington County Court *v.* McKee, 337
Washington County Ins. Co. *v.* Colton, 678
Washington County Water Co. *v.* Garver, 184
Washington Ice Co. *v.* Chicago, 1138
v. Shortall, 936
v. Webster, 125 U. S. 426; 690
v. Webster, 68 Me. 449; 216, 531, 532, 533, 535, 536, 537, 538, 689, 690, 1297
Washington L. P. Co. *v.* Goodrich, 1355
Washington Mills E. M. Co. *v.* Weymouth & B. I. Co., 722, 725
Washington Mills M. Co. *v.* Commercial F. I. Co., 725
Washington T. Co. *v.* Downey, 484
Wason *v.* Frank, 685
Wasson *v.* Gould, 339*a*
v. Palmer, 1023
Water Commissioners, Matter of, 926
Water Front on North River, Matter of the, 1205*b*
Water Lot Co. *v.* Leonard, 647*c*
Waterford School Trustees *v.* Clarkson, 692*d*
Waterer *v.* Freeman, 96*a*
Waterhouse *v.* Waite, 556
Waterman *v.* Chicago & A. R. R., 485, 1306, 1354
v. Clark, 1033, 1086
v. Frank, 681
Waters *v.* Bristol, 1326
v. Brown, 214, 938
v. Dumas, 360, 373
v. Greenleaf-Johnson Lumber Co., 363, 387, 1164
v. Jones, 451
v. Monarch Ins. Co., 725
v. Stevenson, 503, 935
v. Towers, 134*a*
Waters-Pierce Oil Co. *v.* Deselms, 1326
v. Snell, 1354
Watkins *v.* Citizens' Nat. Bk., 81
v. Junker, 90 Tex. 586; 324*a*, 1264
v. Junker, 4 Tex. Civ. App. 629; 161, 617
v. Kaolin Mfg. Co., 43*h*, 70
v. Morgan, 290
v. Paine, 762*a*
v. Rist, 214*c*
v. Walker Co., 1107
Watkinson *v.* Laughton, 295, 844
Watkiss *v.* Chicago, 1363
Watkyns *v.* Watkyns, 675*c*
Watriss *v.* Cambridge Bank, 999*h*
Watrous *v.* Bates, 740
Watson *v.* Ambergate, N. & B. Ry., 200
v. Augusta Brewing Co., 43*f*, 44
v. Bigelow, 650
v. Boswell, 437, 990*a*

[References are to sections]

Watson *v.* Brightwell, 1364
v. Chicago, N. & S. P. Ry., 912
v. Coburn, 58, 497*f*
v. Colusa-Parrot M. & S. Co., 948
v. Cowdrey, 261
v. DeWitt County, 618, 655*a*, 660, 662
v. Dilts, 43*h*, 43*i*
v. Fuller, 334
v. Gray's H. B. Co., 608, 614
v. Hahn, 704, 803
v. Hamilton, 109
v. Harmon, 317, 1368
v. Hastings, 372
v. Hooton, 999*b*
v. Insurance Co. of N. Am., 714
v. Kirby, 741
v. Lisbon Bridge Co., 226*a*, 438
v. McLean, 493
v. Marine Ins. Co., 712
v. Metrop. El. R. R., 1209
v. Milwaukee & M. R. R., 1148
v. Mirike, 999*a*
v. Moore, 446
v. New Milford, 101, 942
v. Phœnix Bank, 341
v. Pittsburg, etc., R. R., 1142
v. Rinderknecht, 121*b*
v. Seaboard A. L. Ry., 581
v. Texas & P. R. R., 85*c*
v. Watson, 53 Mich. 168; 475
v. Watson, 10 C. B. 3; 921
Watt *v.* Hoch, 298
v. Nevada C. R. R., 433, 434, 436
v. Potter, 493
v. Riddle, 700
v. Watt, 1330
Watterson *v.* Alleghany V. R. R., 194, 620, 630
v. Jetche, 933
Wattles *v.* South Omaha I. & C. Co., 999*c*
Watts *v.* Board of Education, 643, 656
v. Camors, 115 U. S. 353; 413, 858
v. Camors, 10 Fed. 145; 858
v. Fraser, 449
v. Garcia, 340*a*
v. Norfolk & W. R. R., 93, 1110, 1144, 1164
v. Parker, 966
Watts *v.* Phœnix Mut. L. Ins. Co., 98
v. Rice, 682, 683
v. Sheppard, 415
v. South Bound R. R., 368
v. Todd, 665
v. Watts, 331
v. Weston, 107*b*
Watuppa Reservoir *v.* Fall River, 1119
Waugh *v.* Gulf, C. & S. F. Ry., 169*a*
Waukegan *v.* Sharafinski, 1350
Wausau Boom Co. *v.* Dunbar, 1275
Way *v.* Abington Mut. F. Ins. Co., 723*a*
Way, The, 592
Wayeross Air Line R. R. *v.* Offerman & W. R. R., 688*a*
Wayman *v.* Cochrane, 334
Wayne *v.* Atlantic Ave. R. R., 180
v. Holmes, 1220, 1228
v. Styles, 995
Waynesboro Mut. F. Ins. Co. *v.* Creaton, 722
Waynesville Wood Mfg. Co. *v.* Berlin Mach. Works, 767
Wea Twp., Tippecanoe County, *v.* Cloyd, 252
Weart *v.* Hoagland, 611
Weast *v.* Derrick, 1023
Weatherby *v.* Shackleford, 685*g*
Weatherford M. & F. Co. *v.* Tate, 742*a*
Weatherford M. W. & N. N. W. Ry. *v.* Cutcher, 47
Weathers *v.* Mudd, 1273
Weaver *v.* Bachert, 639
v. Cone, 439*a*
v. Cox, 334
v. Darby, 78
v. Mississippi & R. R. B. Co., 924*a*, 1301
v. Page, 1326
v. Williams, 538
Webb *v.* Alexander, 956
v. Anspack, 962*i*
v. Atlantic C. L. R. R., 368
v. Daggett, 999*g*
v. Denver & R. G. Ry., 573*a*, 1367
v. Depew, 666
v. Duckingfield, 673*f*
v. Fish, 687
v. Gilman, 360, 364, 365, 366, 372, 489*a*

[References are to sections]

Webb *v.* Gross, 98, 106
v. Holt, 959, 982
v. J. L. Wiginton & Co., 364
v. Laird, 685, 685*f*
v. Metropolitan St. Ry., 219
v. Minneapolis St. Ry., 1346
v. Pond, 795
v. Portland Manuf. Co., 29
v. Protection Ins. Co., 714
v. Rothschild, 372
v. Trescony, 834*g*
v. Webb, 301*c*
v. Wheeler, 962
v. Yonkers R. R., 47
Webb, The, 598
Webbe *v.* Western U. T. Co., 876
Webber *v.* Barry, 128
v. Quaw, 934*a*
v. Wilcox, 685
Weber *v.* Anderson, 966
v. Butler, 445
v. Coussy, 962
v. Creston, 1364
v. Hearn, 312
v. Henry, 531*a*
v. M. & E. R. R., 67*a*
v. Vernon, 990
v. Squier, 107*a*
Weber Gas & G. E. Co. *v.* Bradford, 667
Weber-Stair Co. *v.* Fisher, 365, 1343
Webster *v.* Beebe, 656
v. De Tastet, 818
v. Douglass County, 303
v. Enfield, 655*b*
v. Hoban, 1023
v. Kansas City S. Ry., 117*c*, 331*a*, 1151
v. Moe, 519, 933, 934*a*
v. Seattle R. & S. Ry., 483
v. Wade, 665
v. Woolford, 143
Webster L. Co. *v.* Higgins, 1231
Weckler *v.* Chicago, 1130
Weddle *v.* Stone, 606*a*
Weed *v.* Brush, 388
v. Draper, 618
v. Panama R. R., 863
v. Weed, 335
Weed Sewing Machine Co. *v.* Winchel, 692*a*
Weedon *v.* American B. & T. Co., 419
Weeks *v.* Barton, 975
v. Fletcher, 1354
v. Hasty, 304
v. Holmes, 606*a*
v. Leighton, 673*a*
v. Little, 89 N. Y. 566; 425
v. Little, 47 N. Y. Super. Ct. 1; 419
v. Prescott, 127, 682
v. Profert, 836
v. Rector, etc., of Trinity Church, 642
Wegne *v.* Risch, 1370
Wegner *v.* Second W. S. Bank, 258, 324*a*, 538
Wehle *v.* Butler, 61 N. Y. 245; 60, 197
v. Butler, 43 How. Pr. 5; 296, 317
v. Haviland, 69 N. Y. 448; 197, 248*a*, 493
v. Haviland, 42 How. Pr. 399; 317
v. Spelman, 60
Wehmeyer *v.* Mulvihill, 384
Weick *v.* Dougherty, 1326
Weide *v.* St. Paul, 331*a*
Weil *v.* Israel, 447, 1337
v. Kreutzer, 1355
Weingarten *v.* Metropolitan St. Ry., 1348
Weingrad *v.* Kletzky, 623
Weinhardt *v.* New Orleans, 1355
Weir *v.* Allegheny County, 293, 317
v. Plymouth, 942
v. St. Paul, S. & T. F. R. R., 1148
v. Union Ry., 181, 181*a*, 482*a*
Weis *v.* Devlin, 655*c*
v. Madison, 1115
Weisenberg *v.* Appleton, 485
Weiser V. L. & W. Co. *v.* Ryan, 1171
Weiskopf *v.* Ritter, 1353
Weiting *v.* Millston, 123
v. Nissley, 966
Weitz *v.* Ewen, 1249, 1254
Welborn *v.* Dixon, 370, 603
Welch *v.* Adams, 301*c*
v. Anderson, 146, 842
v. Durand, 233, 234, 359, 372
v. Lawson, 651, 1012*a*
v. McDonald, 419
v. Maine Cent. R. R., 574*a*
v. Milwaukee, etc., R. R., 1154

[References are to sections]

Welch *v.* Nichols, 753
v. Northeastern R. R., 233
v. Pierce, 927
v. Piercy, 125*a*
v. Seymour, 694
v. Southeastern R. R., 234
v. Urvany, 734
v. Ware, 482, 485*a*
v. Welch, 688*a*
v. Whittemore, 81
v. Winterburn, 912
Weld *v.* Bartlett, 554
v. Postal T. C. Co., 228*f*, 523, 636*e*, 885, 895
v. Reilly, 53
Weldon *v.* Buck, 700
Well *v.* Jackson Architectural Iron-works, 1359
v. Moran Bros. Co., 1351
Weller *v.* Baker, 100
v. Heimbruck, 927
Welling *v.* La Bau, 34 Fed. 40; 1237
v. La Bau, 35 Fed. 302; 1229
Wellington *v.* Boston & M. R. R., 1119
Wellington County *v.* Widmot Twp., 343
Welliver *v.* Pennsylvania Canal Co., 226*n*, 932
Wellman *v.* Dickey, 366, 378
v. Metropolitan St. Ry., 1346
v. Miner, 243*b*
Wells *v.* Abernethy, 744, 1012
v. Babcock, 310*a*
v. Boston & M. R. R., 380
v. Commonwealth, 692
v. Denver & R. G. W. Ry., 577, 578
v. Enright, 301*a*
v. Hobbs, 301
v. National L. Assoc., 193*a*, 834*d*, 834*e*
v. New Haven & N. Co., 1110
v. New York C. & H. R. R. R., 25 App. Div. 365; 126*a*
v. New York C. & H. R. R. R, 78 App. Div. 1; 1367
v. Padgett, 45, 475, 637, 639, 641
v. Pickman, 557
v. Sanger, 1326
v. Sawyer, 1326
v. Selwood, 762
Wells *v.* Somerset & K. Railroad, 1107
v. Watling, 100
v. Western U. T. Co., 878, 879
Wells, Fargo & Co. *v.* Battle, 856
v. Davis, 334
v. Thompson, 152
Wellston Coal Co. *v.* Franklin Paper Co., 655*b*
Wellsville, The, *v.* Geisse, 1046
Welsh *v.* Brown, 8 Ind. App. 421; 818*b*
v. Brown, 43 N. J. L. 37; 301*c*
v. C., B. & K. C. Ry., 1140
v. First Div. of St. P. & P. R. R. R., 346
v. Kibler, 976, 982
v. London Assur. Corp., 725
v. Metropolitan El. R. R., 1201
v. Tri-City Ry., 1331
Weltners *v.* Riggs, 753
Wemple *v.* Stewart, 246, 739
Wendling *v.* Jennisch, 310*a*
Wendt *v.* Craig, 1335
Wenger *v.* Calder, 484
Wenham *v.* Wilson, 493*a*
Wensel *v.* Ins. Assoc., 722*a*, 724
Wentworth *v.* Blackman, 363
v. Dows, 1046
Wentz *v.* Bernhardt, 461, 463
Werbolovsky *v.* New York & B. D. E. Co., 486*c*
Werfelman *v.* Manhattan R. R., 1200, 1201
Werges *v.* St. Louis, C. & N. O. R. R., 1123
Werkheiser P. M. Co. *v.* Langford, 367
Werner *v.* Brooklyn E. R. R., 1367
v. Edmiston, 36*a*
v. Finley, 407, 408, 411, 413
v. Graley, 533
Wernwag *v.* Mothershead, 331
Werth *v.* Springfield, 1110
Wertham *v.* Mason C. & F. D. R. R., 1154*a*, 1157
Wertheim *v.* Chicoutimi Pulp Co., 735*b*
Wertz *v.* Western U. T. Co., 876
Wesley *v.* Chicago, St. P. & K. C. Ry., 1354
Wesnieski *v.* Vanek, 1250
West *v.* Anderson, 442
v. Caldwell, 532

[References are to sections]

West *v.* Carter, 1028
v. Chamberlin, 800
v. East Coast Cedar Co., 685
v. Forrest, 44*a*, 47, 481
v. Hughes, 914
v. Martin, 182*a*, 187, 435, 435*a*
v. Milwaukee, etc., R. R., 1151
v. Pritchard, 519, 744
v. Rice, 555
v. St. Paul Nat. Bank, 695*a*, 819
v. Waddill, 1012*a*
v. Walker, 452
v. Wentworth, 509, 744
v. West, 959
v. Western U. T. Co., 45*a*, 894
v. White, 334, 497*f*
West Chester & W. P. R. R. *v.* Chester County, 1171*d*
West Chicago Alcohol Works *v.* Sheer, 307, 999*a*
West Chicago & St. R. R. *v.* Carr, 226*f*
v. Chicago, 1171
v. Dooley, 573*a*, 584
v. Dougherty, 485*a*
v. Foster, 573*a*
v. James, 47
v. Lups, 1359
v. Mileham, 1350
v. Morrison, etc., Co., 363*a*, 365
v. Musa, 1347
v. Scanlan, 1367
West One Hundred and Seventy-Seventh St., *In re*, 243*c*
West Coast Mfrs. Agency *v.* Oregon Condensed Milk Co., 426
v. West Coast Imp. Co., 975
West Covington *v.* Schultz, 1110
West Florida Land Co. *v.* Studebaker, 1027
West K. C. Co. *v.* Davis, 482, 484, 485
West Leigh Colliery Co. *v.* Tunnicliffe, 932
West Muncie S. B. Co. *v.* Slack, 948
West Republic Mining Co. *v.* Jones, 301, 308, 760
West Skokie Drainage Dist. *v.* Dawson, 1179
West Virginia, P. & T. R. R. *v.* Gibson, 253, 1138*a*, 1171
West W. Ry. *v.* Foley, 336
Westbay *v.* Terry, 417
Westbrook *v.* McMillan, 973
v. Mize, 36*a*, 85*b*
Westchester & W. P. R. R. *v.* Chester County, 1173
Westcott *v.* Middleton, 42, 43*f*
v. Nims,
v. Rude, 1222
Westerfield *v.* Scripps, 446
Westerman *v.* Means, 405
Western *v.* Sharp, 655
Western & A. Pipe Lines *v.* Home Ins. Co., 302, 725
Western & A. R. Co. *v.* Bailey, 117
v. Brown, 318
v. Clark, 581
v. McCauley, 318
v. Meigs, 67*a*
v. Moore, 580*a*
v. Robinson, 570*b*, 585
v. Tate, 933
v. Young, 316, 486*b*
Western Assur. Co. *v.* Southwestern Transp. Co., 714
v. Studebaker Bros. Manuf. Co., 722
Western B. & S. Co. *v.* Jevne, 908, 932
Western Bank *v.* Sherwood, 676
Western C. P. Co. *v.* Anderson, 367
Western Gas Const. Co. *v.* Dowagiac Gas & Fuel Co., 419
Western G. R. Co. *v.* Cox, 187
Western M. Co. *v.* The Guiding Star, 317, 852
Western Maryland R. R. *v.* Martin, 74
v. Stockdale, 865
Western Nat. Bank *v.* White, 168
Western News Co. *v.* Wilmarth, 373*a*
Western Pennsylvania R. R. *v.* Hill, 1169
Western R. R. *v.* Babcock, 1007, 1017
v. Bayne, 708
v. Harwell, 851
v. Lazarus, 1296
Western S. C. & F. Co. *v.* Bean, 1363
Western States, The, 1342
Western Transportation Co. *v.* Hoyt, 841
Western Twine Co. *v.* Wright, 762
Western Union R. R. *v.* Smith, 655

[References are to sections]

Western U. T. Co. *v.* Adams, 169, 894*c*
v. Adams Mach. Co., 888
v. Allen, 878
v. Arant, 894
v. Archie, 46*a*
v. Askew, 882
v. Aubrey, 890
v. Ayers, 894*b*
v. Barkley, 883
v. Barlow, 126*a*
v. Barrett, 894*d*
v. Beals, 876, 881
v. Bell, 1341
v. Bennett, 1341
v. Berdine, 1341
v. Beringer, 894
v. Bertram, 879
v. Bickerstaff, 894*d*
v. Blackmer, 894*c*, 1341
v. Blanchard, 891
v. Blocker, 894*a*
v. Bodkin, 896
v. Bouchell, 1341
v. Bowen, 881
v. Bowman, 888
v. Bradford, 885
v. Broesche, 876
v. Brown, 71 Tex. 723; 894*c*
v. Brown, 84 Tex. 54; 888
v. Buchanan, 876
v. Burns, 894*a*
v. Butler, 784*c*
v. Caldwell, 894*b*, 1341
v. Carew, 875, 876
v. Carter, 20 S. W. 834; 894*c*
v. Carter, 2 Tex. Civ. App. 624; 894*d*
v. Carter, 85 Tex. 580; 894*d*
v. Carver, 880
v. Cashman, 385, 445
v. Chamblee, 876
v. Choteau, 45*a*
v. Cleveland, 894*a*, 894*d*, 1341
v. Clifton, 879
v. Cobb, 1341
v. Coggin, 890
v. Collins, 156 Ala. 333; 1341
v. Collins, 45 Kan. 88; 881, 885
v. Connelly, 888
v. Cook, 876

Western U. T. Co. *v.* Cooper, 44, 45*a*, 47, 126*b*, 894
v. Crall, 182*a*, 200
v. Crawford, 881*b*
v. Crocker, 894, 894*b*
v. De Andrea, 894*d*
v. De Jarles, 894*d*
v. Dickens, 364, 366
v. DuBois, 885
v. Edsall, 880
v. Engler, 1348
v. Erwin, 894*c*
v. Eubanks, 875, 876
v. Evans 1341
v. Eyser, 368, 380
v. Fatman, 891
v. Feegles, 169, 894*c*
v. Fellner, 882, 889
v. Fenton, 878
v. Ferguson, 45*a*, 894
v. Fischer, 885
v. Fisher, 894, 894*a*, 894*b*
v. Fitzpatrick, 894*c*
v. Flint River Lumber Co., 885
v. Fontaine, 890
v. Ford, 169, 881*b*
v. Fore, 894*c*
v. Fuel, 1341
v. Garthright, 894*a*
v. Giffin, 1341
v. Gilliland, 894*c*
v. Gillis, 1341
v. Gilstrap, 896
v. Glenn, 96
v. Glover, 894*c*
v. Graham, 169, 882
v. Griffin, 894*c*
v. Griswold, 875, 885
v. Gullege, 894*c*
v. Hall, 154, 200, 889, 890
v. Halltom, 894
v. Hanley, 894
v. Hardison, 1341
v. Hart, 885, 895
v. Hearne, 876
v. Heathcoat, 894*b*
v. Henley, 879
v. Hill, 163 Ala. 18; 894*a*
v. Hill, 26 S. W. 252; 1341
v. Hiller, 1341

[References are to sections]

Western U. T. Co. *v.* Hines, 894
v. Hollingsworth, 894, 894*d*
v. Hope, 878
v. Houghton, 1341
v. Howle, 881*b*
v. Hyer, 891
v. Jackson, 163 Ala. 9; 894*a*
v. Jackson, 95 Miss. 471; 363
v. James, 876
v. Jobe, 881*a*
v. Karr, 1341
v. Kendzora, 894
v. Kerr, 894*c*
v. Kibble, 894*c*
v. Kirkpatrick, 169
v. Krichbaum, 894*a*
v. Lacer, 894*b*
v. Landis, 885
v. Landry, 894*c*
v. Lawson, 879, 896
v. Linn, 894*c*
v. Long, 894*b*
v. Lovett, 894*c*
v. Lycan, 881, 892
v. McCants, 885
v. McDavid, 1341
v. McKibben, 881
v. McLaurin, 892
v. McLeod, 894*c*
v. McMillan, 894*b*
v. McMorris, 894*b*, 894*d*
v. Manker, 894*a*
v. Martin, 890
v. Matthews, 895
v. Merrill, 894*b*
v. Merritt, 891
v. Miller, 363
v. Milton, 891
v. Moore, 169, 894*c*
v. Motley, 894*d*
v. Mullens, 879
v. Murray, 894*d*
v. N. Lehman & Bro., 170
v. Nagle, 880
v. Nations, 894*c*
v. Neel, 894
v. Neill, 876
v. Oastler, 894*c*
v. Odom, 894, 894*a*
v. Olivarri, 890
Western U. T. Co. *v.* Parlin, 879
v. Peagler, 894*c*
v. Piner, 9 Tex. Civ. App. 301; 1341
v. Piner, 8 Tex. Civ. App. 152; 1341
v. Porter, 894*c*
v. Potts, 878, 894*c*
v. Powell, 881*b*
v. Prevatt, 894*b*
v. Price, 1341
v. Proctor, 881, 894*d*
v. Reid, 886
v. Reynolds, 891
v. Rhine, 1341
v. Rich, 47, 894
v. Richman, 885
v. Ring, 1295
v. Robertson, 885
v. Robinson, 876
v. Rogers, 894
v. Rowell, 894*a*
v. Saunders, 894*b*
v. Seed, 896
v. Sheffield, 887
v. Shenep, 894*d*
v. Shofner, 894*c*
v. Short, 876
v. Shotter, 885
v. Shumate, 879, 881*a*
v. Simpson, 894*c*
v. Sledge, 894*a*
v. Sloss, 1341
v. Smith, 380, 383*a*
v. State, 332
v. Steenbergen, 876, 894*b*
v. Stephens, 881*b*
v. Stiles, 879
v. Stone, 894*d*
v. Sullivan, 880
v. Taylor, 895, 1341
v. Teague, 894
v. Thompson, 1341
v. Toms, 894*c*
v. True, 879
v. Truitt, 885
v. Turner, 880
v. Twaddell, 879
v. Van Cleave, 45*a*, 876, 894, 894*b*
v. Waller, 894*c*

[References are to sections]

Western U. T. Co. *v.* Waters, 894*a*
v. Way, 208*a*, 883, 891
v. Waxelbaum, 876
v. Weiting, 876, 891
v. Wells, 45
v. Weniski, 894*c*, 1341
v. West, 894*d*
v. Westmoreland, 894*a*, 894*c*
v. Wilhelm, 883, 888
v. Williams, 129 Ky. 515; 894*d*
v. Williams, 122 S. W. 280; 212*a*
v. Williams, 137 S. W. 148; 882
v. Williford, 881
v. Wilson, 93 Ala. 32; 894*a*
v. Wilson, 32 Fla. 527; 890
v. Wilson, 97 Tex. 22; 894*b*
v. Wingate, 894
v. Witt, 45*a*, 894
v. Wood, 894
v. Woods, 88 Ill. App. 375; 486*b*
v. Woods, 133 S. W. 440; 882
v. Wright, 894*a*
v. Young, 130 S. W. 257; 894*d*
v. Young, 133 S. W. 512; 894*a*
v. Zane, 1341
Westervelt *v.* Demarest, 439*e*
v. St. Louis Transit Co., 1363
v. Smith, 805
Westfall *v.* Mapes, 603
v. Peacock, 753
v. Perry, 603
Westfield *v.* Mayo, 241
v. Westfield, 330
Westinghouse *v.* New York A. B. Co., 323
Westinghouse C. K. & Co. *v.* Remington Salt Co., 762
Westlake *v.* Degraw, 1057
Weston *v.* Barnicoat, 443
v. Boston & M. R. R., 164, 182*a*, 856*a*
v. Brown, 310
v. Chamberlain, 634
v. Grand T. Ry., 854
v. Gravlin, 71, 373, 926
Westphal *v.* New York, 1256*f*
Wetherbee *v.* Bennett, 970, 973
v. Marsh, 451
Wetherell *v.* Chicago City R. R., 573*a*
v. Stillman, 334
Wetmore *v.* Greene, 972
v. Jaffray, 614
v. Pattison, 156
v. Woodhouse, 312
Wetter *v.* Kleinert, 642
Wetzel *v.* Satterwhite, 935*a*
Wetzell *v.* Richcreek, 984
Weybrick *v.* Harris, 762, 770
Weyer *v.* Chicago, W. & N. R. R., 1163, 1165
Weymer *v.* Belle Plaine Broom Co., 674
Weymouth *v.* Chicago & N. W. Ry., 519
Whalon *v.* Aldrich, 620, 735*c*
Whalen *v.* Chicago, R. I. & P. Ry., 1357
v. Layman, 639
v. St. Louis, K. C. & N. R. R., 485, 1356
v. Union B. & P. Co., 36*a*
Wharton *v.* Cunningham, 278
v. Winch, 636*g*, 655*a*
Wheat *v.* Dotson, 1033, 1053
Wheatland *v.* Taylor, 415
Wheatley *v.* Thorn, 386, 489
Wheatly *v.* Miscal, 673*a*
Wheaton *v.* Lund, 646*a*
v. Pike, 345
Wheaton B. & I. Co. *v.* Boston, 416*a*
Wheeden *v.* Fiske, 655
Wheelan *v.* Chicago, M. & S. P. Ry., 574*a*
Wheeler *v.* Commercial Investment Co., 1286*b*
v. Cleveland, 617
v. Hanson, 459
v. Haskins, 305
v. Hatheway, 301*c*
v. Meyer, 679*a*
v. Miller, 301*a*
v. Newberry County, 337
v. Pereles, 80, 259
v. Pettes, 554
v. Randall, 125, 709
v. Shed, 999*e*
v. Sohier, 956
v. Styles, 1006, 1012*a*
v. Sweet, 684*a*
v. Tyler S. W. R. R., 171*a*
v. Worcester, 36*a*
Wheeler & W. M. Co. *v.* Boyce, 360, 380, 1336

[References are to sections]

Wheeler & W. M. Co. *v.* Thompson, 762
Wheeless *v.* Williams, 302
Wheeling M. & F. Co. *v.* Wheeling S. & I. Co., 419
Wheeling, P. & B. R. R. *v.* Warrell, 1175
Wheelock *v.* Berkely, 762
v. Noonan, 1195
v. Postal T. C. Co., 890
v. Tanner, 340
v. Wheelright, 55
Wheelwright *v.* Beers, 844
Whelan *v.* Lynch, 824, 1299
Whelchel *v.* Duckett, 684
Whereatt *v.* Ellis, 678
Whiltey *v.* Mississippi Water Power & Boom Co., 1148
Whipple *v.* Cumberland Manuf'g Co., 99, 233, 1325
v. Fair Haven, 924
v. Wanskuck Co., 932
Whisler *v.* Bragg, 704
v. Hicks, 973, 979
Whissenhunt *v.* Jones, 913
Whitaker *v.* Dunn, 659
v. Greer, 921
v. Harrold, 19
v. Hartford, P. & F. R. R., 346
v. Hawley, 999*d*
v. Phœnixville, 1154
v. Sandifer, 667
v. Sumner, 545
Whitbeck *v.* New York C. R. R., 503, 933
v. Skinner, 999*b*, 1046
Whitcher *v.* Benton, 1129
Whitcofsky *v.* Weir, 1357
Whitcomb *v.* Harris, 345
v. Houston, 416*a*
White *v.* Arleth, 411
v. Baker, 274
v. Barnes, 366
v. Beard, 973
v. Braddock Borough School Dist., 657
v. Brockway, 620, 657, 762
v. Brooke, 685, 685*h*
v. Cannada, 1258
v. Chapman, 1038
White *v.* Carlton, 697
v. Charlotte & S. C. R. R., 1148, 1171*b*
v. Chicago & N. W. Ry., 214*a*
v. Chicago, St. L. & P. R. R., 1109
v. Clack, 920
v. Commissioners of Works, 1080, 1087
v. Concord R. R., 1298
v. Conly, 126*d*
v. County Commissioners, 1147
v. Dingley, 407
v. Ditson, 311*a*
v. Dougherty, 650
v. Dresser, 43*f*, 925
v. Fifth Ave. & H. S. B. Co., 1154
v. Foxborough, 1160*a*
v. Fratt, 684*a*
v. French, 864*a*
v. Givens, 237
v. Green, 635
v. Gregory, 477
v. Griffin, 98, 101
v. Hermann, 1295
v. Higgins, 1012
v. Iltis, 331
v. Jones, 557
v. Kearney, 750
v. Knox, 340*a*
v. Lyons, 303, 324*a*
v. McLaren, 644
v. Madison, 837
v. Mary Ann, The, 67*a*
v. Matador Land & C. Co., 755
v. Metropolitan E. Ry., 1154
v. Miller, 47 Ind. 385; 797, 798
v. Miller, 71 N. Y. 118; 191, 316, 768
v. Milwaukee C. Ry., 1309
v. Moseley, 127*a*, 182, 189
v. Moses, 916
v. Murtland, 475, 476
v. Nassau Trust Co., 93*a*
v. Northwest Stage Co., 1260
v. Oliver, 657
v. Pease, 1298
v. Railroad Co., 1148, 1168
v. Republic F. I. Co., 723*a*
v. St. Guirons, 901
v. Salisbury, 738

[References are to sections]

White *v.* Sawyer, 431
v. Sealy, 678
v. Sheffield, & T. S. Ry., 537
v. Smith, 54 Ia. 233; 1027*a*
v. Smith, 54 N. Y. 522; 303, 828
v. Spangler, 372
v. Street, 964 965
v. Stretch, 973
v. Sun Pub. Co., 383, 386, 453
v. Sutherland, 1052
v. Thomas, 640*a*
v. Tompkins, 279*c*, 734
v. White, 76 Kan. 82; 385
v. White, 101 Minn. 451; 1338
v. White, 140 Wis. 538; 382, 1338
v. Whitney, 962, 974
v. Webb, 76, 81
v. Wyley, 467
v. Yawkey, 502
v. Yazoo City, 1108
White River School Township *v.* Dorrell, 302*a*
White S. M. Co. *v.* Dakin, 678
White's Bk. of Buffalo *v.* Nichols, 1187
Whitecotton *v.* St. Louis R. R., 1154*c*
Whitehall *v.* Squire, 61, 1044
Whitehall T. Co. *v.* New Jersey S. B. Co., 316
Whiteham *v.* Westminster, B. C. & C. Co., 252
Whitehead *v.* Brothers Lodge No. 132 I. O. O. F., 308*a*
v. Callahan, 906
v. Cape Henry Syndicate, 685*e*
v. Darling, 834
v. Ducker, 106
v. Manor Borough, 1149
v. Ryder, 767
v. Varnum, 553, 554
v. Wisconsin Cent. Ry., 1356
Whitehead & A. M. Co. *v.* Ryder, 226*d*, 764
Whitehouse *v.* Androscoggin R. R., 1110
v. Atkinson, 495
v. Staten I. W. S. Co., 618
Whitehurst *v.* Fayetteville M. I. Co., 723*a*
Whiteley *v.* China, 125
Whiteley M. C. Co. *v.* Wishon, 482
Whiteman *v.* Hawkins, 818*b*
Whiteman's Ex. *v.* Wilmington & S. R. R., 1148
Whitemarsh *v.* Hall, 673*a*
Whiter *v.* Murtland, 475
Whitesell *v.* Crane, 1288
v. Study, 468
Whiteside *v.* Assoc., 685*k*
v. Cottage Assoc., 685*k*
v. Jennings, 1012, 1018
v. Magruder, 970, 975
Whitfield *v.* Levy, 413
v. Riddle, 278
v. Rowland Lumber Co., 933
v. Westbrook, 385
v. Whitfield, 375, 516, 527, 1296
v. Zellnor, 655*c*
Whitford *v.* Panama R. R., 573, 573*a*
Whitham *v.* Kershaw, 999*h*
Whiting *v.* Aldrich, 803
v. Commonwealth, 1169
v. Dewey, 977
v. Eagan, 1364
v. Price, 777
Whitkowski *v.* Hill, 531*a*
Whitledge *v.* Wait, 916, 917
Whitley *v.* Moseley, 278
v. Murray, 673*f*
Whitlock *v.* Crew, 301*b*
v. Northern Pac. Ry., 1342
Whitman *v.* Boston & M. R. R., 1147, 1295
v. Merrill, 107*c*, 529
Whitmark *v.* Lorton, 107*a*
Whitmarsh *v.* Littlefield, 222, 667
Whitmore *v.* Bischoff, 91
v. Bowman, 1293
v. Coats, 753, 755
v. Rice, 676
v. South Boston Iron Co., 762
v. Utah Fuel Co., 941
Whitney *v.* Adams, 363*a*, 934
v. Albani, 754
v. Allaire, 101, 777, 1056
v. Beckford, 844
v. Boardman, 755
v. Boston, 1147
v. Chicago & N. W. Ry., 317, 844
v. Clarendon, 86*c*
v. Elmer, 475

Whitney *v.* Emmett, 1228
v. Hitchcock, 376, 471
v. Huntington, 503, 934
v. Janesville Gazette, 451
v. Lewis, 1053
v. Lynn, 1160
v. Merchants' Union Exp. Co., 819, 856*a*
v. Meyers, 1057
v. Moingnard, 44*a*
v. New York F. I. Co., 841
v. Peddicord, 311*c*
v. Slayton, 86*a*
v. State, 338
v. Thacher, 271, 753, 1294, 1299
Whitsell *v.* Rising, 734
Whitsett *v.* Forehand, 734
Whitson *v.* Gray, 195
Whittacre *v.* Fuller, 339*a*
Whittaker *v.* Deadwood, 1112*a*, 1123
v. Welch, 632
Whittemore *v.* Cutter, 102, 235, 1212, 1220
Whitten *v.* Fuller, 54
Whittier *v.* Collins, 58
v. Sanborn, 943
Whitwell *v.* Wells, 689
Whitwham *v.* Westminster B. C. & C. Co., 932
Whitworth *v.* Hart, 301, 303
v. Maden, 990*a*
v. Pool, 1012
v. Thomas, 1044
v. Tilman, 803, 804
Whitzman *v.* Hirsh, 961, 975
Whorley *v.* Tenn. C. E. Co., 632
Whorton *v.* Webster, 936
Wibaux *v.* Grinnell L. S. Co., 408, 415, 425
Wichita & C. Ry. *v.* Gibbs, 1334
Wichita & W. R. R. *v.* Beebe, 85*c*
v. Fechheimer, 95
v. Kuhn, 1148, 1165
Wichita G., E. L. & P. Co. *v.* Wright, 933
Wicker *v.* Hoppock, 789
Wickham *v.* Freeman, 931
Wickliffe *v.* Clay, 978, 981
Wicks *v.* German L. & I. Co., 1027
Widener *v.* State, 692*a*
Widrig *v.* Taggart, 1041
Wiegel *v.* Boone, 655*b*
Wier *v.* Allen, 451
v. St. Louis, F. S. & W. R. R., 1151
Wieser *v.* Times R. & C. Co., 614
Wiest *v.* Electric Tr. Co., 577
Wiffen *v.* Roberts, 702, 1050
Wiggin *v.* Coffin, 352, 1325
v. New York, 1156
Wiggins Ferry Co. *v.* Chicago & A. R. R., 128 Mo. 224; 312, 633
v. Chicago & A. R. R., 73 Mo. 389; 614
Wiggins *v.* St. Louis & S. F. R. R., 937*a*
Wight *v.* City of Chicago, 416*a*
Wightman *v.* Chicago & N. R. R., 1342
v. Devere, 1249, 1249*a*, 1254
v. Macadam, 717
v. United States, 338
v. Waade, 1367
Wigsell *v.* School, 631
Wihnyk *v.* Second Ave. R. R., 1361
Wilbeam *v.* Ashton, 395
Wilber *v.* Dwyer, 377*a*
Wilberding *v.* Dubuque, 86*c*
Wilbur *v.* Beecher, 1220, 1228, 1229
v. Hubbard, 36*a*
v. Johnson, 45, 637, 638, 639
v. Southwest M. E. Ry., 483
Wilby *v.* Elston, 1274
Wilcher *v.* Hamilton, 334
Wilcke *v.* Henrotin, 1354
Wilcox *v.* Alley, 373
v. Campbell, 35 Hun, 234; 220
v. Campbell, 106 N. Y. 325; 972
v. Danforth, 980*a*
v. Field, 1258
v. Green, 1326
v. Howland, 343
v. Leake, 1293
v. Muche, 973
v. Plummer, 86, 103
v. Rhode Island Co., 1355
v. Richmond & D. R. R., 52 Fed. 264; 45, 45*a*
v. Richmond & D. R. R., 3 C. C. A. 73; 340*b*
v. St. Paul, etc., R. R., 1154
v. Van Voorhis, 330
v. Walker, 416

[References are to sections]

Wilcox *v.* Wilmington City Ry., 573, 580
Wilcus *v.* Kling, 419
Wild *v.* Holt, 935
Wilde *v.* Clarkson, 678
v. Crow, 1259
v. New Orleans, 107*a*
Wilder *v.* Great Western Cereal Co., 486*b*
v. Stanley, 1065
Wilder's Co. *v.* Lurline, 599*c*
Wildley *v.* School District, 657
v. Thornton, 426
Wilds *v.* Bogan, 639
Wiley *v.* Athol, 620
v. Howard, 975
v. West Jersey R. R., 126*e*
Wilhelm *v.* Eaves, 408, 413
Wilhoit *v.* Hancock, 473
Wilke *v.* Harrison, 666
Wilkens *v.* Wilkerson, 425
Wilkerson *v.* McDougal, 527
v. Met. St. Ry., 172*a*
Wilkes *v.* Bierne, 410, 415
v. Hungerford Market Company, 35
v. Lion, 901
Wilkie *v.* Raleigh & C. F. R. R., 485*a*
Wilkins *v.* Gilmore, 364, 930
v. Hogue, 973
Wilkinson *v.* Colley, 418, 426
v. Coverdale, 812, 817
v. Davies, 612, 614
v. Downton, 43*h*, 43*j*
v. Drew, 368, 1263
v. Dunbar, 87, 613, 636*g*
v. Ferree, 774
v. Hyde, 710
v. Northeast Borough, 485
v. Root, 1027
v. Searcy, 383*c*
v. Stanley, 987
v. Terry, 100
v. Washington Trust Co., 311*f*
Willamet Falls Canal, etc., Co. *v.* Kelly, 1148
Willamette Valley, The, 865*a*
Willans *v.* Ayers, 701
Willard *v.* Mellor, 324*a*
v. Smith, 1017
Willard *v.* Stone, 641
v. Whitney, 565*b*
Willer *v.* Ore. Ry. & Nav. Co., 182
Willet *v.* Johnson, 486
v. Scovill, 685*h*
Willets *v.* Burgess, 969, 973, 979
Willett *v.* St. Albans, 380*b*
Willetts *v.* Buffalo & R. R. R., 585
Willey *v.* Fredericks, 132, 631, 647*c*
v. Hunter, 942
v. Laraway, 72
v. Paulk, 692*j*
v. St. Charles Hotel Co., 301
William and Anthony Streets, *In re*, 1128, 1157
William Branfoot, The, 1356
William Butcher Steel Works *v.* Atkinson, 673*b*
William Farrell Lumber Co. *v.* Deshon, 979
William H. Bailey, The, 599*b*
William M. Hoag, The, 593
Wm. Small & Co. *v.* Lonegan, 43*i*
William Tarr Co. *v.* Kimbrough, 667
Williams *v.* Anderson, 667
v. Archer, 508, 527
v. Arnold, 611
v. Atlantic C. L. R. R., 152
v. Ballinger, 685*j*
v. Bank of Commerce, 685
v. Barton, 121
v. Baxter, 305
v. Beeman, 961, 981
v. Brooklyn El. R. R., 932, 1203
v. Brooklyn, 221*b*
v. Brown, 28 Oh. St. 547; 1303
v. Brown, 76 Iowa, 643; 107*a*
v. Burg, 982, 983
v. Burrell, 238, 982, 987
v. Camden & A. R. R., 581
v. Camden and Rockland Water Co., 93
v. Case, 149
v. Chicago Coal Co., 206, 667
v. Clarke County, 485
v. Commonwealth, 1157
v. Craig, 310
v. Crosby Lumber Co., 752*a*
v. Crum, 493, 494
v. Currie, 350

[References are to sections]

Williams *v.* Dakin, 401, 416
v. Detroit O. & C. Co., 52 Tex. Civ. App. 243; 367
v. Detroit, O. & C. Co., 123 S. W. 405; 440
v. Dobson, 82
v. Earle, 999*k*
v. Eldridge, 674
v. Elm City Lumber Co., 933
v. Esling, 101
v. Fowle, 972
v. Frybarger, 1016
v. Gilman, 631*a*
v. Glenny, 664*a*
v. Glenton, 1007
v. Godwin, 755
v. Gold Creek M. & M. Co., 75
v. Green, 416
v. Greenwade, 445, 448*d*
v. Hall, 556
v. Hartford Ins. Co., 722*a*
v. Hathaway, 939
v. Hersey, 311
v. Hewitt, 970
v. Hollingsworth, 639, 641
v. Huntington, 695
v. Island City Milling Co., 189
v. Island City M. & M. Co., 646, 646*b*
v. Jones, 1 Bush. 621; 753
v. Jones, 12 Ind. 561; 276
v. Kennebec Mut. Ins. Co., 710
v. Ladew, 999*e*
v. Leonard, 1230
v. Littlefield, 816
v. London Ass. Co., 1034
v. Luckett, 90, 673
v. McFadden, 777, 1027
v. Miller, 21 Ark. 469; 1060
v. Miller, Kirby, 189; 692*d*
v. Missouri Furnace Co., 86*a*, 93*a*, 925, 932
v. Morton, 692*k*
v. Mostyn, 103, 547
v. Natural Bridge P. R. Co., 1152*a*
v. Nat. Park. Bank, 334
v. Newberry, 227
v. New York Central R. R., 1184, 1185
v. North China Ins. Co., 713
Williams *v.* Oliphant, 607, 984
v. Patterson, 676
v. Phelps, 537
v. Pomeroy Coal Co., 92
v. Porter, 656, 657
v. Raggett, 117
v. Reil, 363*a*
v. Reynolds, 157, 740
v. Robb, 755
v. Rome R. & L. Co., 862
v. Rome, W. &. O. R. R., 1237
v. Shaw, 1352
v. Sheldon, 36*a*
v. Sherman, 48 Barb. 402; 734
v. Sherman, 7 Wend. 109; 284, 999*a*
v. Shoudy, 337
v. Sims, 276
v. Smith, 2 Cai. 253; 335
v. Smith, 2 Hill. 301; 703
v. South, etc., R. R., 584
v. State, 340*c*
v. Storrs, 305
v. Underhill, 43*i*, 47
v. Vance, 405, 407, 410, 416
v. Vanderbilt, 150, 862, 868
v. Vail, 691*b*
v. Webb, 873*a*
v. Wetherbee, 982
v. Whitmore, 1023
v. Willhite, 340
v. Williams, L. R., 9 C. P. 659; 98, 999*h*
v. Williams, 20 Colo. 51; 376
v. Williams, 132 Mo. App. 266; 1345
v. Wilson, 1012*a*
v. Wood, 55 Minn. 323; 195, 540
v. Wood, 61 Minn. 194; 537
v. Woods, 16 Md. 220; 737
v. Yates, 614
v. Yoe, 46 S. W. 659; 126*b*
v. Yoe, 19 Tex. Civ. App. 281; 202, 203, 214
Williams's case, 35
Williamsburgh Sav. Bank *v.* Solon, 346
Williamson *v.* Barrett, 196, 226*d*, 593
v. Bradenburg, 762, 765, 766, 772
v. Brooklyn Heights R. R., 1356
v. Broughton, 334
v. Central of Ga. Ry., 43*j*

[References are to sections]

Williamson *v.* Conday, 762
v. Dillon, 762
v. East Amwell, 1148
v. Hall, 970
v. Postal Tel. Co., 891
v. R. R., 380
v. Stevens, 984
v. Test, 964, 965
v. Williamson, 962, 983
Williar *v.* Baltimore Butchers' Loan, etc., Assoc., 339*a*
Williford *v.* Western Union Telegraph Co., 883
Willimantic Thread Co. *v.* Clark Thread Co., 1221
Willingham *v.* Hooven, 190, 607*b*, 613
Willings *v.* Consequa, 295, 341
Willis *v.* Branch, 182*a*, 990*b*
v. Commissioners of Appeals, 324
v. Dudley, 762
v. Forrest, 487*a*
v. Jarrett Const. Co., 67 S. E. 265; 752*a*
v. Jarrett Const. Co., 152 N. C. 100; 752
v. McKinnon, 178 N. Y. 451; 914
v. McKinnon, 79 App. Div. 249; 916
v. McNatt, 317, 388, 565
v. McNeill, 1326
v. Morris, 910
v. Perry, 189, 222, 948
v. Second Ave. Traction Co., 481, 482, 485, 1363
v. Whitsitt, 565
Williston *v.* Matthews, 647*c*
v. Smith, 451
Willits *v.* Chicago, B. & K. C. Ry., 942
Willock *v.* Beaver Valley R. R., 1120
Willoughby *v.* Atkinson Furnishing Co., 999*j*
v. Backhouse, 55
v. Comstock, 1069
v. Northeastern R. R., 363*a*
v. Thomas, 667
Willover *v.* Hill, 451
Wills *v.* Allison, 271
v. Brown, 308*a*
v. Forester, 418
v. Wells, 261
Willsen *v.* Metropolitan St. Ry., 1372
Willson *v.* McEvoy, 801
v. Northern Pac. R. R., 1342
v. Willson, 959, 966, 968, 969, 973, 974, 979, 982, 1275
Willy *v.* Fitzpatrick, 973
Wilmans *v.* Bank of Illinois, 301
Wilmerding *v.* McKessom, 311*b*
Wilmes *v.* Minneapolis, etc., R. R., 1154
Wilmington Candy Co. *v.* Remington Mach. Co., 767
Wilmington Transp. Co. *v.* O'Neil, 423
v. The Old Kensington, 599*c*
Wilmington & W. Railroad *v.* King, 278
v. Smith, 1130
v. Stauffer, 1165
Wilmot *v.* Gardner, 310
v. McPadden, 571*b*
Wilmoth *v.* Hamilton, 740
Wilms *v.* White, 445
Wilson *v.* Apple, 448*c*
v. Arnold, 559*a*
v. Atlanta & C. Ry., 844, 854
v. Atlantic Coast Line R. R., 363
v. Baltimore, 416*a*
v. Barnes, 106
v. Bauman, 655*a*, 655*b*
v. Big Joe B. C. Co., 423
v. Borden, 615, 642
v. Bowen, 358, 366
v. Brett, 368
v. Cantrel, 692
v. Cent. of Ga. Ry., 226*j*
v. Chicago City Ry., 483, 1359
v. Cobb, 324*a*
v. Cochran, 973
v. Coulter, 480*b*, 1338
v. County, 331*a*
v. Dame, 834*a*
v. Daniel, 1285
v. Davis, 343
v. Dean, 411, 1266
v. Dunville, 164, 765
v. Ellis, 226*c*
v. Equitable Gas Co., 253, 1171
v. Forbes, 959, 966, 973, 978
v. General I. S. C. Co., 136
v. George, 280
v. Godkin, 407
v. Graham, 635

[References are to sections]

Wilson *v.* Granby, 234
v. Greensboro, 829, 1067
v. Hike, 1368
v. Hillhouse, 540, 565*c*
v. Holden, 1023
v. Irish, 973
v. Kelly, 345
v. Kenyon, 451
v. King, 762
v. Kisri, 667
v. Knott, 655*c*
v. Lancashire & Y. Ry., 121*b*, 136, 146, 854
v. McEvoy, 236, 685*m*
v. Manning, 565*a*
v. Marsh, 334
v. Martin, 205
v. Matthews, 509
v. Middleton, 386
v. Morgan, 1368
v. Nations, 447
v. New Bedford, 33
v. New Orleans, etc., R. R., 368
v. New U. S. Cattle Ranch Co., 778, 781
v. Newport Dock Co., 135, 146, 226*a*
v. Nightingale, 61
v. Northern Pac. R. R., 43*h*
v. Northampton, etc., Ry., 610, 620
v. Oatman, 922
v. Peelle, 966
v. People, 692*f*
v. Raybould, 990*c*
v. Reedy, 151, 164*a*
v. Root, 237
v. St. Louis & S. F. R. R., 852
v. Seattle, R. & S. Ry., 226*a*
v. Spencer, 1007
v. Stillwell, 789
v. Sullivan, 341
v. Troy, 135 N. Y. 96; 316, 318
v. Troy, 60 Hun, 183; 337
v. Reedy, 767
v. Rockford, R. I. & St. L. R. R., 1165
v. Russler, 734
v. Sandford, 1285
v. Shepler, 445
Wilson *v.* Southern Pacific Co., 483
v. Spencer, 959
v. Sproul, 473
v. State, 692*i*
v. Vaughan, 361, 365
v. Waddell, 33
v. Wagar, 107*d*, 660
v. Weil, 167
v. Wernwag, 612
v. Western U. T. Co., 888
v. Wheeling, 380*b*, 481
v. Whitaker, 30
v. Wichita County, 692*f*
v. Wilkinson, 310*a*
v. Yocum, 186
v. York, Newcastle & Berwick Railway, 856*a*
v. Young, 487*a*
Wilson, The, 599
Wiltburger *v.* Randolph, 308, 310
Wilton *v.* Webster, 478
Wilts *v.* Morrell, 811
Wiltse *v.* Tilden, 580*a*, 1367
Wimber *v.* Iowa Cent. Ry., 1356
Wimberg *v.* Schevegeman, 98
Wimple *v.* Patterson, 777
Winans *v.* Sierra Lumber Co., 614
Winburne *v.* Bryan, 58
Winch *v.* Mutual B. I. Co., 301
Winchell *v.* National Exp. Co., 1296
Winchester *v.* Craig, 317, 502, 933
v. Patterson, 844
v. Stevens Point, 93, 924
Windham *v.* Rhame, 373
v. Coats, 680
Windmuller *v.* Pope, 636*d*, 636*j*, 734
Wineberg *v.* DuBois, 123
Winfrey *v.* St. Louis Trans. Co., 1347
Wing *v.* Chapman, 766
v. Milliken, 504, 934
v. Seske, 109
Wingate *v.* Mechanics' Bank, 819
v. Smith, 505
Wingo *v.* Inman Mills, 363
Winkfield, The, 76
Winklemans *v.* Des Moines N. W. Ry., 1165
Winkler *v.* Racine Wagon & C. Co., 666, 667
v. Roeder, 233

[References are to sections]

Winkler *v.* St. Louis, I. M. & S. Ry., 1342, 1353
Winn *v.* Metropolitan St. Ry., 1355
v. Peckham, 372, 385
v. Southgate, 673*f*
Winne *v.* Illinois C. R. R., 852
v. Kelley, 189, 646*b*, 991
Winnepiseogee P. Co. *v.* Eaton, 959, 975, 982
Winningham *v.* Philbrick, 1330
Winnisimmet Co. *v.* Grueby, 1295
Winnt *v.* International & G. N. R. R., 576, 1262
Winona *v.* Minnesota Ry. C. Co., 346
Winona & St. P. R. R. *v.* Denman, 1148
v. Waldron, 1229, 1148, 1167
Winona Technical Institute *v.* Stolte, 1359
Winship *v.* Clendenning, 685*a*
v. Pitts, 950
Winside State Bank *v.* Lound, 1299
Winslow *v.* Anerum, 678
v. Hathaway, 316
v. Lane, 193
v. McCall, 968
v. Newlan, 777
v. People, 311*d*
v. Stokes, 84
Winslow Bros. Co. *v.* Du-Puy, 752
Winslow, E. & M. Co. *v.* Hoffman, 159, 183
Winstead *v.* Hicks, 684*a*
v. Hulme, 233, 234, 359
Winston C. M. Co. *v.* Wells-Whitehead T. Co., 194, 619
Winter *v.* Montgomery, 1154*a*
v. Peterson, 373
v. Simonton, 554
v. Trimmer, 678, 679, 946
Winterbottom *v.* Derby,
v. Wright, 32, 105
Wintermute *v.* Cooke, 257, 736
v. Redington, 1220
Winters *v.* Cowen, 234, 359
v. McGhee, 75
Winthrop *v.* Carleton, 304
Wintz *v.* Morrison, 125, 679
Wire *v.* Foster, 107*c*, 734, 753
Wirsing *v.* Smith, 386
Wirth *v.* Calhoun, 667
Wisconsin M. & F. I. Co. Bank *v.* Durner, 685*j*
Wisdom *v.* Newberry, 991
Wise *v.* Metcalfe, 999*h*
v. Wabash R. R., 219
Wisecarver *v.* Chicago, R. I. & P. Ry., 852
v. Wisecarver, 685*k*
Wiswall *v.* Brinson, 810
v. M'Gown, 3
Witcher *v.* Jones, 448*d*, 1305
Witham *v.* Cohen, 170
Witheral *v.* Muskegon Booming Co., 942
Witherbee *v.* Meyer, 189
Witherby *v.* Mann, 797, 798
Witherow *v.* Briggs, 331
Withers *v.* Buckley, 1101
v. Edwards, 607
v. Greene, 1039, 1060
Witherspoon *v.* Cross, 682
v. Duncan, 416
v. McCalla, 966
Witherow *v.* Commonwealth, 692
Withy *v.* Mumford, 956
Witkop & Holmes Co. *v.* Great A. & P. T. Co., 371
Witkowski *v.* Hill, 78
Witliff *v.* Spreen, 516*c*
Witson *v.* The Mayor, 1108
Witt *v.* Latimer, 172
Witte *v.* Clarke, 305
Wittenberg *v.* Mollyneaux, 180, 312, 636*g*
Wittich *v.* O'Neal, 236, 237, 685*m*
Wittkowski *v.* Harris, 339*a*
Witty *v.* Hightower, 956
v. Springfield Traction Co., 1363
Witwer *v.* Cedar Rapids, 1112*a*
Woeckner *v.* Erie E. M. Co., 486*c*
Woert *v.* Jenkins, 351, 364, 373*a*
Woerz *v.* Schumacher, 304
Wofford *v.* Ashcraft, 973
v. Wyly, 345
Wohlenberg *v.* Melchert, 1363
Wolcott *v.* Eagle Ins. Co., 713
v. Mount, 170, 191, 768
v. Townsend, 909*a*
Woldert *v.* Arledge, 753
Woldert Grocery Co. *v.* Wilkinson, 636*d*

[References are to sections]

Wolf *v.* D. M. & F. D. Ry., 416, 419
v. Express Co., 119
v. Frank, 480*b*
v. National M. & F. I. Co., 712
v. St. Louis Independent Water Co., 225
v. Studebaker, 208, 608, 624, 989
v. Trinkle, 47, 50, 484
v. Weiner, 999*c*
v. Western U. T. Co., 876
v. Wolf, 86*a*
Wolf Creek Diamond Coal Co. *v.* Schultz, 416
Wolfe *v.* Door, 550
v. Howard Ins. Co., 722
v. Howes, 655*c*, 672
v. Johnson, 1254
v. Lacy, 317, 344
v. Parham, 635
v. Sharp, 308
v. Weir, 169*a*
Wolff *v.* Cohen, 386, 489
v. Georgia S. &. F. R. R., 1137
v. Hyass, 990*b*
v. Matthews, 302*a*
v. Schaefer, 681*a*, 692*c*
v. Smith, 448*d*
Wolff Shirt Co. *v.* Frankenthal, 182
Wolfley *v.* Rising, 531*a*
Wolfort *v.* Reilly, 310*a*
Wolfskehl *v.* Western U. T. Co., 878
Wollenslagle *v.* Runals, 1030
Wolters *v.* St. Louis, 1140
v. Schultz, 638*a*, 638*b*, 638*c*
Wolverton *v.* Commonwealth, 692
Womack *v.* Coleman, 414
v. McQuarry, 999*c*
v. Western U. T. Co., 58 Tex. 176; 876
v. Western U. T. Co., 22 S. W. 417; 894*d*
Womble *v.* Hickson, 642
Wonsettler *v.* Lee, 673*b*
Wood *v.* American Nat. Bank, 363*a*
v. Auburn & Rochester Railroad, 1131
v. Barker, 49 Mich. 295; 664*a*
v. Barker, 37 Ala. 60; 683
v. Bibbins, 959, 981
v. Braynard, 538
Wood *v.* Brown, 688
v. Brush, 1031
v. Bullens, 270
v. Corl, 301
v. Fowler, 1050
v. Fulton, 685*h*
v. Hammond, 301*c*
v. Hickok, 310
v. Hudson, 1147
v. Joliet Gaslight Co., 645
v. Kelso, 700*a*
v. Kingston Coal Co., 959, 981
v. Leland, 1 Met. 387; 807
v. Leland, 1 Met. 388; 807
v. Lane, 42
v. Louisville & N. R. R., 1356
v. Lowden, 692*d*
v. Morewood, 501, 935
v. New York C. & H. R. R. R., 202
v. Pa. R. R., 117
v. Phœnix Ins. Co., 717
v. Philadelphia, W. & B. R. R., 574*a*, 578
v. Schettler, 612
v. Sharpless, 999*h*
v. Smith, 298, 310
v. Snider, 431
v. State, 685*e*
v. Stourbridge Ry., 1093
v. Wade, 792
v. Watertown, 171
v. Watson, 700
v. West Boston, etc., Bridges, 1154*c*
v. Western U. T. Co., 894
v. Wood, 1 Met. 512; 762
v. Wood, 83 N. Y. 575; 916
v. Young, 1343
Wood *et al. v.* Robins, 292, 303
Woodard Iron Co. *v.* Curl, 486*c*
Woodberry *v.* Warner, 665
Woodborne *v.* Scarborough, 565
Woodburn *v.* Cogdal, 317, 538, 689
Woodbury *v.* District, 334
v. Jones, 607*a*
v. Turner D. & W. M. Co., 417
Wooden *v.* Davis, 226*c*
Wooden Ware Co. *v.* U. S., 573, 504
Woodfield *v.* Colzey, 308*a*
Woodfolk *v.* Nashville & C. R. R., 1148
v. Kelley, 426

[References are to sections]

Woodger *v.* Great Western Ry., 856
Woodham *v.* Gelston, 317, 563
Woodhouse *v.* Powles, 358, 443
Woodhull *v.* Rosenthal, 908
v. Wagner, 275
Woodin *v.* Wentworth, 189
Woodland *v.* Union Pac. R. R., 318
Woodland Cemetery Co. *v.* Ellison, 340*b*
Woodman *v.* Freeman, 1256*a*
Woodruff *v.* Bacon, 341
v. Brown, 921
v. Bunce, 973
v. Cook, 1268
v. Garner, 910
v. Hill, 695
v. Hough, 657
v. Richardson, 1326
v. Webb, 325
Woods *v.* Anderson, 451
v. Banks, 69
v. Com., 692
v. Cramer, 755
v. Devin, 873
v. Finnell, 468
v. Klein, 531*a*, 533
v. McCall, 53
v. Nichols, 497*g*
v. Pope, 999*h*
v. Varnum, 107*c*, 109
Woodside *v.* Globe M. I. Co., 713
Woodson *v.* Scott, 1328
Woodstock Bank *v.* Downer, 803
Woodstock, H. & S. M. Co. *v.* Charleston L. & W. Co., 95, 123, 1149
Woodstock Iron Works *v.* Kline, 574*a*
v. Stockdale, 132, 927
Woodward *v.* Bellamy, 641
v. Boscabel, 121*b*
v. Donnell, 171*a*
v. Fuller, 657
v. George N. Pierce Co., 226*g*
v. Illinois C. R. R. 317, 844
v. Jones, 991
v. Miller, 765
v. Powers, 763
v. Ragland, 378, 380*a*
v. Suydam, 822
v. Thacher, 762, 777
v. Woodward, 324*a*
Woodward Iron Co. *v.* Sheehan, 1355
Woodworth *v.* Curtis, 734
v. Hascall, 259
v. McLean, 618
v. Northwestern M. L. I. Co., 688*a*
v. Woodburn, 762
Woody *v.* Bennett, 762
Woolcott *v.* Gray, 556
Wooldridge *v.* Witkins, 922
Woolenslagle *v.* Runals, 439*d*, 777
Wooley *v.* Carter, 53
v. Edson, 55, 76, 593*a*
Woolf *v.* Schaefer, 646*a*
Woolheather *v.* Risley, 1251
Woolley *v.* Van Volkenburgh, 700, 701
Woolman *v.* Wirtsbaugh, 777, 1027
Woolner *v.* Spalding, 531, 682
Woolsey *v.* Bailey, 750
v. Crawford, 700
v. New York El. R. R., 1203, 1207
Wooster *v.* Kisch, 416
v. Simonson, 1222
v. Taylor, 1241
Wooten *v.* Read, 659
Worcester *v.* Mfg. Co., 1163
Worden *v.* Canadian P. Ry., 844
v. Davis, 463
Wordin *v.* Bemis, 857
Work *v.* Bennett, 514, 1069
v. Glaskins, 341
Workman *v.* Great N. Ry., 64, 942
World's Columbian Exposition Co. *v.* Pasteur-Chamberland Filter Co., 618
Worley *v.* Hineman, 979, 982
Wormer *v.* Biggs, 945
Worrall *v.* Munn, 38 N. Y. 137; 307, 919, 1021*a*
v. Munn, 53 N. Y. 185; 1021*a*
Worrell *v.* Hurtig, 416
v. Kinnear Mfg. Co., 617, 636*a*
v. McClinaghan, 419
Worsham *v.* Gainesville, etc., R. R., 1143
v. Lancaster, 1286*b*
v. Vignal, 317, 324*a*
Worster *v.* Canal Bridge Co., 1326
Worth *v.* Edmonds, 226*b*
Worthern *v.* Wilmot, 734, 738, 745
Worthington *v.* Campbell, 1012*a*
v. Gwin, 607
v. Hiss, 909*a*

[References are to sections]

Worthington *v.* Oak & H. P. I. Co., 667
v. Warrington, 1002
v. Young, 916, 917
Worthington, The, *v.* Davis, 587
Worthy *v.* Jones, 277, 756
v. Patterson, 762
Woxland *v.* Northwestern C. M. Co., 1367
Wragg *v.* Mead, 976, 980*a*
Wray *v.* Knoxville L. F. & J. R. R., 1165*b*
v. Railroad, 1148
Wren *v.* Winter, 85*a*
Wrenn *v.* Morgan, 762
Wright *v.* Baldwin, 837
v. Bank of Metropolis, 228*f*, 511, 512*a*, 521, 523, 815
v. Beardsley, 45
v. Broome, 671
v. Chandler, 929
v. Chapin, 795
v. Compton, 47, 1270
v. Computing Scale Co., 164*a*
v. Cumpsty, 650
v. Crawfordsville, 580*a*
v. Davenport, 762
v. Dobie, 406
v. Donnell, 362
v. Eaves, 345
v. E. E. Bolles Woodenware Co., 934*a*
v. Glen Falls, S. H. & F. E. S. R. R., 380
v. Gray, 121*a*
v. Falkner, 667
v. Hagerman, 1337
v. Harris, 692*g*
v. Haskell, 651
v. Hollywood Cemetery Corp., 359, 373
v. Jacobs, 270
v. Jones, 383*a*
v. Keith, 226*b*
v. Lang, 692*j*
v. Lattin, 999*b*
v. Macdonnell, 998
v. Mulvaney, 182*a*, 195, 200, 435*a*
v. New York, etc., El. R. R., 1198*b*
v. Nipple, 975, 976
Wright *v.* Pemigewasset Power Co., 1149, 1166*d*
v. Quirk, 1041
v. Roach, 1027
v. Sanderson, 618, 644
v. Schroeder, 451
v. Skinner, 502
v. Smith, 1257
v. Spencer, 61
v. Stowe, 940
v. Vaughan, 734
v. Wright, 1 Litt. 179; 655
v. Wright, 49 Mich. 624; 90
v. Young, 1021
Wright and Pole, Matter of, 724
Wrightup *v.* Chamberlain, 773
Wrynn *v.* Downey, 639
Wuensch *v.* Morning Journal Association, 451
Wunderlich *v.* Mayor of New York, 1326
v. Pennsylvania R. R., 1120
Wunsch *v.* Northern Pac. R. R., 873
v. Weber, 1309
Wustland *v.* Potterfield, 76
Wyandotte & C. Sts., 217
Wyandotte & C. Streets, *In re*, 1140
Wyandotte & K. C. G. Co. *v.* Schliefer, 308
Wyandotte, K. C. & N. Ry. *v.* Waldo, 1140
Wyant *v.* Crouse, 121*d*, 929
Wyatt *v.* Harrison, 93*a*
v. Herring, 109
Wyche *v.* Myriek, 692
Wyckoff *v.* Bodine, 1042
v. Horan, 764
v. Wyckoff, 324*a*
Wyeman *v.* Deady, 378
Wyeth *v.* Morris, 777
Wykoff *v.* Wykoff, 917
Wyler *v.* Louisville & N. R. R., 854
Wylie *v.* Birch, 547
v. Ohio R. & C. R. R., 81
v. Smitherman, 8 Ired. 236; 428
v. Smitherman, 30 N. C. 236; 364, 366
Wyllie *v.* Wilkes, 675*c*
Wyman *v.* American Powder Co., 519
v. Ballard, 967, 973

[References are to sections]

Wyman *v.* Brigden, 979
v. Hubbard, 311*b*
v. Leavitt, 43*f*, 44
v. Pike, 1360
v. Robinson, 678
Wynn *v.* Brooke, 804
Wynne *v.* Atlantic Ave. R. R., 1350, 1363
v. Mason, 685*l*
v. Parsons, 234, 359
Wynning *v.* Detroit L. & N. R. R., 571*b*
Wyoming Nat. Bank *v.* Brown, 324*a*, 334
Wysocki *v.* Wisconsin Lakes I. & C. Co., 1359

X

Xavier *v.* Oliver, 449

Y

Yakima County *v.* Tullar, 1154*a*
Yale *v.* Saunders, 55, 494*a*
Yale Lock Mfg. Co. *v.* Sargent, 1240
Yandle *v.* Kingsbury, 537, 538
Yankee, The, *v.* Gallagher, 599*b*
Yarborough *v.* Nettles, 432*a*, 933
v. Weaver, 565, 565*a*
Yater *v.* Mullen, 493
Yates *v.* Burch, 688
v. Dunster, 999*h*
v. James, 1011, 1017
v. Joyce, 29, 73, 565*b*
v. New York C. & H. R. R. R., 383*a*, 865
v. South Kirby, etc., Collieries, 43*b*
v. Whyte, 67*a*, 590, 591
Yatsuyagi *v.* Shimamura, 416
Yaws *v.* Jones, 301*b*
Yazoo & M. V. R. R. *v.* Aden, 226*j*
v. Baldwin, 630
v. Beattie, 1362
v. Cobb, 1347
v. Christmas, 363
v. Davis, 1108, 1110
v. Fitzgerald, 365
v. Grant, 1349
v. Hardie, 363
v. Kelly, 1347
Yazoo & M. V. R. R. *v.* Millsaps, 119
v. Mitchell, 363*a*, 366
v. Sanders, 373
v. Scott, 1355
v. Wallace, 1356
v. White, 364, 366
Yazzo-Mississippi D. L. Commissioners *v.* Harkleroads, 1154
v. Hendricks, 1149
Yea *v.* Lethbridge, 555
Yeager *v.* Berry, 121*b*
v. Fairmont, 72
v. Weaver, 984*a*, 1330
Yeager, The, 67*a*
Yeates *v.* Reed, 448
Yeatman *v.* Corder, 834
Yeaton *v.* Berney, 340*c*
Yeats *v.* Ballentine, 656, 657
Yeazel *v.* Alexander, 1279
Yelland's Case, 666, 667
Yellow Pine L. Co. *v.* Carroll, 301
Yellow Poplar Lumber Co. *v.* Chapman, 739, 753
Yellow T. L. Co. *v.* Ford, 1355
Yellowly *v.* Pitt County, 337
Yellowstone Park R. R. *v.* Bridger Coal Co., 1265
Yelton *v.* Hawkins, 964
v. Slinkard, 317, 533, 536
Yenner *v.* Hammond, 408, 417
Yeomans *v.* Bell, 777
Yerian *v.* Linkletter, 368
Yerkes *v.* Northern Pac. Ry., 1356
Yetter *v.* Hudson, 411
Yoakum *v.* Dunn, 856
Yoder *v.* Allen, 746
v. Strong, 414
Yokom *v.* McBride, 1010
Yokum *v.* Thomas, 239, 982, 983
Yonge *v.* Pacific M. S. S. Co., 863
Yoos *v.* Rochester, 71
York *v.* Allen, 973
v. Cedar Rapids, 1112*a*
v. Everton, 181
v. Farmers' Bank, 302*a*
v. Pacific & I. N. Ry., 1367
v. Wistar, 310
v. York Rys., 416*a*
York D. M. Co. *v.* Lusk, 45 Kan. 182; 734, 741

[References are to sections]

York D. M. Co. *v.* Lusk, 6 Kan. App. 629; 636*d*, 734
Yorke *v.* VerPlank, 734
Yorton *v.* Milwaukee, L. S. & W. Ry., 222, 865, 868
Yost *v.* Conroy, 1295
v. Tracy, 464, 466, 1336
Youghiogheny & O. C. Co. *v.* Verstine, Hibbard & Co., 737
Youmans *v.* Heartt, 305
Young *v.* Bennett, 451
v. Berman, 991
v. Borzone, 1032
v. Butler, 973
v. Carney, 692*i*
v. Chandler, 1284
v. Courtney, 229
v. Cureton, 197, 734, 742*a*
v. Dalton, 622*b*, 756
v. Dickey, 308*a*, 310
v. Englehard, 1330
v. Extension Ditch Co., 942
v. Filley, 762, 777
v. Fluke, 325, 331
v. Fox, 368, 377, 1335
v. Gentis, 937
v. Godbe, 311
v. Gormley, 119 Ia. 546; 363*a*
v. Gormley, 120 Ia. 372; 462, 465
v. Hare, 681*a*
v. Harrison, 1137
v. Hill, 344, 345
v. Hosmer, 554
v. McClung, 977
v. Mahoning County, 917
v. Mantz, 999*h*
v. Mertens, 373*a*
v. O'Brien, 1364
v. Polack, 304
v. Reynolds, 676
v. Slemons, 450
v. Spencer, 74, 100
v. State, 338
v. Stevenson, 265
v. Stone, 972
v. Thrasher, 921, 922
v. Thompson, 330
v. Tustin, 233
v. Union Ins. Co., 711
v. West, 191
Young *v.* Western U. T. Co., 45*a*, 46, 894
v. White, 419
v. Willet, 536
Youngblood *v.* South Carolina & G. R. R., 490
Youngquist *v.* Minneapolis St. Ry., 1367
Youngs *v.* McDonald, 685*k*
Youngstown *v.* Moore, 1112
Yount *v.* Strickland, 1355
Yundt *v.* Hartrunft, 478

Z

Zabinsko *v.* Bedford Garage, 1334
Zabriskie *v.* Smith, 83
Zabron *v.* Cunard S. S. Co., 45*a*
Zachary *v.* Swanger, 624
Zagelmeyer *v.* Cincinnati, S. & M. R. R., 865
Zebley *v.* Storey, 457
Zehner *v.* Dale, 734
Zeibold *v.* Foster, 1152
Zeigler *v.* Metropolitan St. Ry., 1355
v. Powell, 234
v. Wells, 256
Zeliff *v.* Jennings, 1263
Zell *v.* Dunaway, 484, 485, 490
Zender *v.* Seliger-Toothill Co., 666
Zenobia, The, 862
Zent *v.* Picken, 966
Zerfing *v.* Mourer, 476
Zibell *v.* Southern Pac. Co., 484, 485, 485*a*
Ziebarth *v.* Nye, 92, 924*a*, 932
Ziegenheim *v.* Baltimore Wholesale Grocery Co., 171
Ziegler *v.* Gerlach, 755
v. Maner, 1070
v. Powell, 241, 386
Zimmer *v.* New York Cent. R. R., 851
Zimmerman *v.* Bonzar, 1334
v. Druecker, 766
v. Eschbach, 911
v. Galbraith, 1024
v. Helser, 363*a*
v. Langles, 341
v. Shreeve, 72, 74

[References are to sections]

Zimmerman *v.* Timmermann, 738
v. Zimmerman, 673*d*
Zindorf *v.* Western American Co., 492*b*
Zink *v.* Langton, 336
Zinn *v.* New Jersey S. B. Co., 608, 854
v. Rice, 467
Zinsmeister & Bro. *v.* Rock Island Canning Co., 755
Zion *v.* Southern Pac. Co., 865
Zipperlein *v.* Pittsburg, C. & St. L. Ry., 319
Zippert *v.* Acme A. E. & P. Co., 156
Zitske *v.* Goldberg, 536, 537, 540
Zottman *v.* San Francisco, 656
Zouch *v.* Chesapeake & O. R. R., 851
Zuller *v.* Rogers, 765

INDEX

[References are to sections, *d.* means damage; *n.* means note.]

ABANDONED cutting, appropriation of, 1150.
ABANDONMENT for constructive total loss, 709, 711.
not allowed in fire insurance, 720.
of contract, rescission involves, 655*a*.
recovery after, 658 *et seq.*
of lease by tenant, 999*f*.
of premises, mesne profits not recoverable after, 913.
of property taken, effect of, on claim for compensation, 1160.
ABATEMENT of nuisance, action for, 91, 924, 946, 1151.
recovery for expense of, 948.
of purchase price of land on partial failure of title, 1021.
damages upon plea in, 1273.
ABDUCTION of child, *d.* for, 449, 469.
ABILITY to earn, may be shown in action for death, 580*a*.
compensation for loss of, by injury to passenger, 860.
to labor, of deceased, in actions for death, 574*a*.
ABNEGATED OPTION, 281, 424*a*.
ABORTION, *d.* for seduction, whether aggravated by, 475.
ABSTRACT OF TITLE, value of, 261.
ABUSE OF PROCESS, 564.
ABUTMENT FOR BRIDGE, value of land as, 1171*e*.
ABUTTER, whether liable for interest on street assessment, 332.
damages to, 1120.
not owning fee of street, what is new burden on, 1152*a*.
ABUTTING STREET, elevated railway on, 1117.
damages for cutting down, 1123.
ACCEPT, failure to. *See* NON-ACCEPTANCE.
d. for failure to, 700, 706, 707.
ACCEPTANCE of street, 1112*a*, *n*.
of goods from carrier, reduction of *d.* by, 848.
not waiver of *d.* for delay in delivery, 743.
during transportation, 841.
of converted property, 494.
of partial performance of contract, *d.* on, 636.
of work not according to contract, 656, 659.
ACCEPTOR, liability of, to drawer or indorser, 700.
to costs, 705.
recovery of costs by, 705.
ACCESS, cutting off, 1116 *n*., 1120, 1123 *n*.
damage to, 1095, 1149 *n*., 1165*a*, *n*.
destruction of, 1115.

[References are to sections, *d.* means damage; *n.* means note.]

ACCESS—*Continued.*
difficulties of, 1163, 1164.
impairment of, 1117, 1164, 1165*a*, 1165*b*.
by excavations in street, 1123.
by elevation of roadway, 1123.
by viaduct, 1121.
interruption of, 1123, 1160*a*.
interruption of easement of, 217, 1116, 1165*a*.
obstruction of, 1095, 1122.
temporary interference with, 1117 *n*.
from highway to land, 35 *n*.
to ferry, 1096.
to harbor, 1093.
to public house, 1092.
to public road, 1095.
to public thoroughfares, 1093, 1095.
to road on plan, 1096.
to river, 182, 1093.
to sewer, 1093.
of light and air, obstructing of, 1092.
ACCESSION, effect of, in action of replevin, 534.
in action of trover, 499–504.
in action for trespass to real estate, 934.
ACCIDENT, no exemplary *d.* for, 363.
collision by inevitable, 587.
division of loss in case of inevitable, 587.
no recovery for increased liability to, where railroad crossing is laid out over railroad, 1152*a*.
ACCIDENT INSURANCE, 731. *See* INSURANCE.
ACCIDENTAL FIRES, danger from, 1163.
ACCIDENTAL INJURY gives no ground for exemplary *d.*, 363.
ACCOMMODATION PAPER, recovery on, 702.
recovery of litigation expenses by maker of, 803.
ACCOMMODATION PARTY, liability of, 704.
recovery of costs by, 705, 803.
ACCOMMODATIONS, *d.* for failure of carrier to furnish, 865*a*.
ACCORD AND SATISFACTION, acceptance of money may be, 650.
ACCOUNT, object of action of, 4.
value of, 258, 261.
wrongful attachment of books of, 565.
receipted, value of, 261.
running, recovery on, 85, 85*a*.
taking by equity of, 1256*g*.
of profits of infringement, 1242.
interest on, simple, 310.
on balance of mutual, 311.
on partnership, 310*a*.
on stated, 310, 311.
on mutual, 311.
of stock brokers, interest on by custom, 311.

[References are to sections, *d.* means damage; *n.* means note.]

ACCOUNT—*Continued.*
between mortgagor and mortgagee, interest on, 344.
compound interest on, by custom, 344.
of officer, recovery on bond for failure to render, 692*f.*
whether approval of releases sureties, 692*f.*
effect of rendering, on recovery on bond, 692*e.*
of guardian, no responsibility on bond until ordered to render, 692*k.*
d. on bond for failure to render, 692*k.*
of executor or administrator, *d.* for failure to settle, 106.
recovery on bond for failure to render, 692*j.*
ACCOUNTS, distinct, 85*a.*
ACCRETION, rules of recovery for, 499, 504.
ACCRUAL, of damages, by actual grading, 1151 *n.*–26.
ACCUMULATIONS, expected to be made by deceased, 574.
ACKNOWLEDGMENT, liability of notary public for taking on forged deed, 692*g.*
ACQUIESCENCE, a bar under civil *d.* statutes, 1252.
consent by, 1177.
ACQUISITION of easement, 1116, 1149.
of property held by water company, 1171*d.*
of use of track, 1150.
ACT, continuing, 88.
d. from, made lawful by statute, 1089.
outside charter powers, 1110.
physical, court may require performance of, 1309.
taking farm under flowage, 1171*b.*
unauthorized, 1110.
wrongful, outside statute of eminent domain, 1100.
not actionable at common law, liability for under statutes of eminent domain, 1121.
civil damage. *See* CIVIL DAMAGE ACT.
ACT OF GOD, performance of contract prevented by, 655*c.*
rescission of contract because of, 655*c.*
recovery on injunction bond for loss caused by, 685*b.*
destruction of property by, during replevin proceedings, 691.
ACTION, amicable, no vindictive *d.* in, 383.
barred by recoupment, 1072.
not by failure to recoup, 1073.
bringing of, constitutes demand for payment, 302*a.*
cause of cannot be split, 83*b.*
contract of indemnity against, 795.
d. for neglect to defend, 831.
d. in original, how far recoverable on injunction bond, 685.
d. not controlled by form of, 810.
doctrine of recoupment founded on avoidance of circuity of, 1040.
form of, does not affect *d.*, 30, 810.
whether important in recovery of *d.* for mental suffering, 894*a.*
for conversion, 492.
for injury to passenger, 859.
by sender of telegram, 877.

[References are to sections, *d.* means damage; *n.* means note.]

ACTION—*Continued.*
by receiver of telegram, 878.
immaterial in case of recoupment, 1044.
loss after bringing of, 86*a*.
measure of *d.* independent of form of, 429.
new, for renewed injury, 88.
only one for one injury, 84.
not so clearly indivisible as not to be split by agreement, 85*b*, *n*.
possessory, 691*a*.
recoupment confined to subject matter of, 1042.
possibility of *d.*, whether authorizing, 100.
right of is personal, 1095.
for trespass to lands, 931.
single, joinder of similar causes in, 84*a*.
subsequent, 1149 *n*.
unauthorized, 839.
vexatious, 232.
against carriers, 840.
between principal and agent, 810.
by subsequent purchaser, 1175.
for conversion, 492.
for breach of promise of marriage resembles that for tort, 637.
for negligence, 1166.
for trespass to lands, 923, 931.
for use and occupation of land, 999*e*.
on injunction bond, by whom brought, 685.
conversion of, into condemnation proceedings in Minnesota, 1151.
ACTIONS, successive, 88.
on covenant against incumbrances, 968.
ACTOR, injury to, 180, 180 *n*.
notice to carrier that one has engagement as, 161.
liquidated *d.* to secure performance of contract by, 398, 399.
ACTUAL DAMAGE need not be alleged or proved, 426.
ACTUAL INJURY, relief for at common law, 96*a*.
ACTUAL LOSS must be sustained to create a claim for *d.*, 32.
not necessary for nominal *d.*, 98.
recoverable under penalty of bond, 675*d*.
in action on statutory bond, 680.
on fire policy, 720.
on contract of indemnity, 794.
d. limited to, on contract of indemnity, 801.
against agent, 813.
for carriers' delay, 854.
in ejectment, when title expires pending action, 901.
for trespass to lands, 923.
for breach of real covenants, 953.
on covenant of warranty, 956.
ACTUAL VALUE includes potential, 1085.
for residential purposes, 1171*c*.
ADAPTABILITY of land for railroad terminal, 1171*b*.

[References are to sections, *d.* means damage; *n.* means note.]

ADAPTABILITY—*Continued.*
for residence purposes, 1171*b*.
for truck gardening, 1171*b*.
ADAPTING property to changed conditions, recovery of cost of, 1164.
AD DAMNUM, when damages may be recovered beyond, 1258.
ADDITIONAL bond, liability on, 692*c*.
burden, 1109, 1123, 1152*a*.
fencing, 1167.
servitude on highway, 1120.
of telephone line, 1149*b*.
value due to connections, 1173.
ADDITIONS to work called for by contract, compensation for, 655.
to construction, necessary, 1152.
ADJACENT LAND, benefits from, 1162.
damage to, 1112*a*, *n*.
injuries to, 1115.
throwing stones on, 1111.
unreasonable use of, 1149*a*.
ADJOINING LAND, benefit from improvement on, 1162.
ADJUSTMENT OF LOSS by experts in case of concurrent insurance, 725.
ADMINISTRATOR, gets action for injury to land before death of testator, 83*b*.
whether chargeable with interest, 311*b*.
not liable in exemplary *d.*, 362.
d. on bond of, 692*j*.
for failure to file inventory, 692*j*.
resale by, 755.
omission of, to settle accounts, 1106.
ADMIRALTY, nominal *d.* in, 108 *n.*, 599*a*.
expenses of litigation in, 235.
interest in, 324, 597*a*.
award of damages in, bears interest, 334.
exemplary *d.* in, 352, 599*b*.
rules of *d.* adopted in, 586.
measure of *d.* for torts in, 586 *et seq.*
measure of *d.* for collision in, 587–598.
apportionment of loss in, 587, 599.
consequential *d.* in, 589.
uncertain loss in, 589.
limitation of liability in, 590.
reduction of damages in, 591.
partial loss in, 592.
earnings of the vessel, 593.
total loss in, 594.
value of the vessel, 595.
damage to cargo in, 596.
negligent injury to cargo, 596*a*.
the Harter Act, how affecting *d.* in, 596*a*.
costs in, 597.
stipulations in, 598.
d. for personal injury in, 599.

[References are to sections, *d.* means damage; *n.* means note.]

ADMIRALTY—*Continued.*
contributory negligence in, 599.
salvage in, 599*c*.
rule in, as to value of cargo, 845 *n*.
d. in, for delay in transportation of goods, 855.
d. in, for failure to furnish accommodations, 865*a*.
ADMISSIBILITY OF EVIDENCE, 1165*b*, 1179. *See* EVIDENCE.
ADOPTION or acceptance of street, 1112*a*, *n*.
ADULT, son or daughter, *d.* for death of, 576.
recovery by, for death of parent, 577.
ADVANCE, payment in, for chattels, 507, 508, 514, 744, 746, 749.
for land, 1014.
ADVANCEMENT, whether interest on, 301*c*, 304.
ADVANCES, interest on, 304.
by agent, 311*e*.
by executor, 311*b*.
by guardian, 311*d*.
recoupment of amount of, 1069.
ADVANTAGE, from continuance of life of child, must be reasonably proved, 576.
from continuance of life to next of kin, must be shown, 579.
of marriage, compensation for, 638.
ADVERSE claim, reduction of *d.* by, 1030.
ADVERTISE, contract to provide space to, 618 *n*.
contract right to, in theatre, 1097.
ADVERTISEMENT, contract to supply, 608.
failure to insert, 183, 618 *n*.
ADVERTISING, recovery of expense of, 167.
contract price for, payable on breach of contract, 612.
d. for failure to take or furnish, 633*f*.
auctioneer entitled to reimbursement for, 834.
enjoined sale, recovery of money paid for, 685*h*.
ADVERTISING PRIVILEGE, sale of, 633*f*.
ADVICE, of minor, recovery for loss of, in action for death, 575.
of adult son, recovery for loss of, 576.
of parent, recovery by child of loss of, through death, 577.
ADVICE OF COUNSEL, mitigates exemplary *d.*, 383*b*.
mitigates *d.* for malicious prosecution, 460.
ADVOWSON, 899, 900.
ÆTHELBERTI LEGES, 9.
AFFECTED INJURIOUSLY, meaning of, 1118.
AFFECTING access, 1165*b*.
injuriously other lands, 1102.
land not taken, 1113.
leasehold interest, 1172.
value by previous entry, 1174.
AFFECTION, of deceased shown in action for death, 580*a*.
of wife, recovery for loss of, in action for criminal conversation, 478.
AFFECTIONS, injury to, a ground for *d.*, 47.
d. for alienation of, 48, 480*a*, 480*b*.
d. for wounded, in action for seduction, 473.

[References are to sections, *d.* means damage; *n.* means note.]

AFFECTIONS—*Continued.*
no recovery for wounded, in action for death, 573*a*.
compensation for injury to, on breach of promise of marriage, 638*a*.
excessive damages for alienation of, 1338.
AFTER-ACQUIRED TITLE, enuring to benefit of grantee, 977.
d. on real covenants reduced because of, 978.
AGE of deceased to be considered in assessing damages for death, 574*a*.
of plaintiff considered in actions for death, 574*a*.
of vessel, *d.* for false representations as to, 441.
AGENCY, contract for exclusive, 633.
commission contracts, 193*a*.
d. in actions involving, ch. xxxvii.
I.—Principal against Agent
general principles, 809.
damages not controlled by form of action, 810.
the law fixes the measure, 811.
nominal damages, 812.
actual loss the criterion, 813.
burden of proof, 814.
avoidable consequences, 815.
proximate cause, 816.
agents to insure, 817.
liable only if insurer would have been, 818.
agents of insurer, 818*a*.
agents to obtain security, 818*b*.
agents to deal with obligations, 819.
agent makes the debt his own, 820.
agents to sell goods, unauthorized sale, 821.
sale below price fixed by principal, 822.
sale on wrong terms, 823.
neglect to sell, 824.
sale at a greater price than that fixed, 824*a*.
agents to purchase, neglect to purchase, 825.
purchase of wrong goods, 826.
purchase at excessive price, 827.
agents to deal in stocks, 828.
real estate agents, 829.
negligence of directors of a corporation, 830.
attorneys, 831.
title companies, 831*a*.
auctioneers, 832.
customhouse brokers, 832*a*.
liability of sub-agents to agents, 833.
II.—Agent against Principal
indemnity for loss or expense, 834.
compensation for services, 834*a*.
damages for failure to employ, 834*b*.
damages for wrongful discharge, compensation by a commission, 834*c*.
compensation by percentage of an amount that can be fixed, 834*d*.
commissions on insurance renewals, 834*e*.

[References are to sections, *d.* means damage; *n.* means note.]

AGENCY—*Continued.*
commission from both parties, 834*f*.
discharge of an attorney, 834*g*.
III.—Third Party against Pretended Agent
liability for acting without authority, 835.
loss of bargain, 836.
expense of litigation, 837.
incidental expenses, 838.
unauthorized suits, 839.
AGENT, notice to, 157.
action against one professing to be, 143 *n*.
district, 208 *n*.
breach of contract to make plaintiff sole, 222.
recovery of expense of litigation upon misrepresentation of authority, 236, 238.
recovery by, of expenses of litigation from principal, 238.
misrepresenting authority, liable for expenses of litigation, 238, 835, 837.
liability to principal for expenses of litigation, 238.
implied warranty of authority by, 239.
recovery against, of expense of suit to which principal has been subjected, 240.
recovery by, of interest on advances, 304.
where chargeable with interest, 305, 311*a*.
on money received, 311*e*.
on *d.* caused by tort, 316.
liability of principal in exemplary damages for act of, 378.
recovery of commission paid to, in admiralty, 589.
breach of contract to give exclusive territory for sale to, 607.
d. for breach of contract to employ, 607 *n*.
recovery by, on policy of insurance, 725.
principal liable for negligence of, 810.
gratuitous, 812.
makes debt his own, 820.
liability of sub-agent, 833.
actions against, 809.
d. not controlled by form of action, 810.
law fixes measure of *d.* in actions against, 811.
actual loss the criterion, 813.
nominal *d.* against, 812, 813, 822.
burden of proof in, 814.
avoidable consequences, 815.
proximate cause, 816.
d. against a matter of law, 817.
action against, by third parties, 835–839.
unauthorized, *d.* against, 835.
for loss of bargain, 836.
for incidental expenses, 838.
for unauthorized suits, 839.
recoupment by, 1041, 1066.
to care for real estate, 829.

[References are to sections, *d.* means damage; *n.* means note.]

AGENT—*Continued.*
to collect mercantile instruments, 813, 819.
to deal in stocks, 828.
to defend suit, 831.
to insure, 817.
liable only if insurer would have been, 818.
to invest money in mortgage, 830.
to keep road in repair, 829.
to prosecute claim, 814, 831.
to purchase, 825–827.
neglect to purchase, 825.
purchase of wrong goods by, 826.
purchase by, at excessive price, 827.
to sell, 821 *et seq.*
unauthorized sale by, 821.
pledge by, 821.
premature sale by, 821.
sale below price fixed, 822.
sale on wrong terms, 823.
neglect to sell, 824.
who is, attorney, 814, 831.
auctioneer, 832.
banker, 819.
broker, 834.
factor, 814, 833, 834.
insurance broker, 834.
recovery by, of compensation measured by commission, 834*c*.
by percentage, 834*d*.
payable on contingency, 670.
by commission on insurance renewals, 834*e*.
for loss of commissions on renewals, 834*e*.
right of, to commission from both parties, 834*f*.
AGGRAVATION, matters in, 51, 52.
of non-pecuniary *d.*, 51.
of *d.* for entry on land, 86*a*.
of prior injury, 121*b*.
exemplary *d.* for circumstances of, 363, 363*a*.
of exemplary *d.*, 384*a*.
by wealth of defendant, 385.
of *d.* for tort, 430.
not allowed where *d.* measured by value of property, 430.
of *d.* for libel or slander, 445–447.
by position or wealth of parties, 445.
by repetition, 446.
by plea of justification, 447.
of damages for false imprisonment, 465.
of *d.* for seduction, 475.
because of abortion, 475.
because of promise of marriage, 475.
by position or wealth of parties, 475.

[References are to sections, *d.* means damage; *n.* means note.]

AGGRAVATION—*Continued.*
of *d.* in criminal conversation, 479.
of *d.* for personal injury, 489*a*.
poverty of plaintiff not matter of, in action for personal injury, 490, 490 *n.*
of *d.* not allowed in actions of contract, 601.
of *d.* in action for breach of promise of marriage, 639.
by events after suit brought, 640.
by plea of justification, 640*a*.
of *d.* for failure to carry passenger, 862.
of *d.* for trespass to lands, 929.
question for jury, 1318.
how far controllable by court, 1318.
AGREEMENT. *See* CONTRACT.
liquidating damages. *See* LIQUIDATED DAMAGES.
continuing, 87, 89.
to withdraw suit, 126*c*.
not to practice business, 182, 400, 408, 418.
to enter into partnership, 193.
of tenant to make repairs, 210.
to furnish freight, 211.
to pay in specific articles, 279.
to pay compound interest, 343.
not to marry, 396.
to act on the stage, 398, 399.
recovery on unconscionable, 606*c*.
to loan money, breach of, 622.
negative, 631*a*.
rescission of contract by, 655*a*.
for stipulated amount of counsel fees, 695*c*.
to give bill or note in payment for goods, 756.
not to lease premises to competitor of lessee, 999.
independent, no recoupment in case of, 1042.
for exclusive territory, damages for breach of, 1246*a*.
AIR, easement of, 1165*a*.
destruction of, 1115.
invasion of, 1116.
obstruction of, 1121.
pollution of, by smoke, 95.
ALABAMA, law of, as to higher intermediate value, 515.
rule in for recovery of *d.*, for mental suffering, 894*a*.
constitutional provisions in, for taking by eminent domain, 1122.
as to benefits, 1133.
ALFRED, rates, in laws of, 11.
ALIENATION OF AFFECTIONS, special damage in actions for, 1271.
excessive damages for, 1338.
of wife, 480*a*.
of husband, 480*b*.
recovery for loss of *consortium*, 48.
ALLEGATION of damages, form of, 1257.

[References are to sections, *d.* means damage; *n.* means note.]

ALLEY, closing of, 1149 *n.*
ALLOWANCE of *d.* for delay in making conveyance, 1021*a.*
for division of patronage, 1150.
for farm crossings, 1167.
of special benefits, 1170.
ALLUVIAL DEPOSITS, compensation for washing away, 1120.
ALTERATION in contract, compensation for, 655.
in natural grade of street, 1123 *n.*
ALTERNATIVE CONTRACT, 281, 421 *et seq.*, 635, 723.
rule of least beneficial alternative, 421.
election in, 423.
to do something or pay money, 423.
sum to be paid must be reasonable, 424.
of insurance, 723.
AMERCIAMENT, 231.
AMERICAN LAW as to eminent domain, how different from English, 1106.
AMERICAN TABLES, admissible to prove duration of life, 1306.
AMICABLE SUIT, no exemplary *d.* in, 383.
AMOUNT of *d.* a question for the jury, 19.
of *d.* must be proved or only nominal can be allowed, 107*a.*
reasonable not absolute certainty required in proof of, 170*a.*
of exemplary *d.* in discretion of jury, 388.
of *d.* stipulated by the parties, 389.
of goods ordered, *d.* against telegraph company for error in transmitting, 884.
of injury in eminent domain, 1163.
ANCIENT LIGHTS, obstruction of, 1096.
damage to, 1103.
ANCILLARY ADMINISTRATOR, money received by, whether chargeable on administrator's bond, 692*j.*
ANGLO-SAXON procedure, origin of, 1315.
ANGLO-SAXONS, their measure of *d.*, 7–11.
ANIMALS, liability of owners for joint *d.* by, 36*a.*
no *d.* for mental suffering from seeing injury done to, 43*g.*
d. for several killed at same time, 85*b.*
d. for breach of warranty of, 125, 760, 761, 762, 765, 766, 769, 772.
injuries by, 125, 125*a.*
liability for contagious disease communicated by, 125, 769.
injuries by, when due to defect in fence, 125*a.*
avoidable consequences, 214.
damages enhanced by attempt to cure, 226*a.*
expense of cure, 226*d.*
expense of keeping until recovery, 226*d.*
expense of testing, 226*d.*
exemplary *d.* for killing, 373*a*, 377*a*, *n.*
injury to, by trespass on land, 435.
d. for killing, reduced by value of carcass, 435.
recovery for loss of use of, in action of replevin, 537.
recovery in replevin for natural increase of, 539.
dying in possession of receiptor, 567.

[References are to sections, *d.* means damage; *n.* means note.]

ANIMALS—*Continued.*
effect of death of, on forthcoming bond, 684.
injury to, pending injunction, 685*h*, *n*.
death of, during replevin proceedings, 691.
d. for selling diseased, 697.
d. for delay in transportation of, 854.
compensation for shrinkage in weight of, 854.
compensation for loss of, by nuisance, 948.
evidence of value, 1296.
ANKLE, excessive damages for breaking, 1348.
ANNOYANCE, whether a subject for compensation, 42, 46*a*.
caused by delay, *d.* for, 42.
for being kept out at night, 42 *n*.
amounting to fright or terror, 43*a*.
caused by nuisance, *d.* for, 948.
caused by flooding cellar, 948.
caused by noise, 1164.
caused by smoke, 1164.
of keeping cattle out, 1164.
to business, 1165.
ANNUITY, interest on arrears of, 345.
liquidated *d.* for failure to pay, 416.
whether value of, is measure of *d.* for impairment of physical capacity, 485.
principal basis of recovery for death of child, 576.
tables as evidence of probable length of life, 636*i*.
ANSWER, whether matters in mitigation require, 1271*a*.
ANTICIPATE WRONG, plaintiff need not, 224, 865.
ANTICIPATORY BREACH of contract, 636*d*.
ANXIETY, when compensated, 47.
amounting to fright or terror, 43*a*.
for safety of others too remote for recovery, 44.
APPEAL, interest pending, 336.
d. on, not recoverable on attachment bond, 682.
from injunction, recovery of *d.*, pending, 685.
counsel fees on, recoverable on appeal bond, 685*j*.
d. on, 1286*a*.
APPEAL BOND, 688.
recovery of *d.* caused by appeal on, 688*a*.
APPEARANCE of property as left by taking, 1165*b*.
APPELLATE COURT, action of, on excessive *d.*, 1332.
APPLES, *d.* for delay in delivery of, 164.
d. for breach of warranty of, 771.
error of telegraph company in transmitting price of, 885.
APPLIANCES, reconstructed, 1164.
safety, 1165.
character of, 1166.
APPLICATION, *d.* in case of refusal of, 59.
of payments on note, 695*b*.
of Thesiger's rule in eminent domain, 1121.

[References are to sections, *d.* means damage; *n.* means note.]

APPLICATION—*Continued.*
of English rule of eminent domain in Pennsylvania criticised, 1122.
of land taken to other uses, 1152 *n.*
APPORTIONMENT, of damages, 36*a*.
of loss, no wrong-doer can make, 431.
not allowed between wrong-doers at common law, 586.
in admiralty, 586, 587, 599.
between insurance companies, 725.
on several policies, 726.
on bills of exchange, 1050 *n.*
of rent, 999*d*.
APPRAISAL, contract to convey land on, 1020.
of lands, Minnesota statute on, 1112*a*, *n*.
as evidence of value, 1299.
APPRAISERS, breach of agreement for sale at price fixed by, 734.
date of filing award of, 1151.
APPREHENSION of future suffering, recovery for, in action for personal injury, 484.
APPRENTICE, *d.* for enticing, 91.
APPRENTICESHIP, liquidated *d.* for breach of agreement of, 404.
APPROACH to viaduct, *d.* for building of, across street, 1109 *n.*
APPROPRIATION of private property for public use, 1077.
of property, physical, 1115.
of abandoned cutting, 1150.
depriving owner of title, 1151 *n.*
of quarry land, 1166*c*.
of highway for railroad purposes, 1173.
APPROXIMATE CAUSE of loss by fire, 723*a*.
APPROXIMATE EVIDENCE, 1310.
APRIL FOOL, not always subject for action, 43*j*.
APTITUDE, of person injured may be shown, 485*a*.
ARBITRARY assessment of *d.* according to Roman law, 24.
modern civil law, 28.
valuation of *d.*, inherent difficulties sought to be avoided by, 391.
rules as to marine insurance, 709, 715.
sum, fixed as damages, 1076.
ARBITRATION, contract to submit to, expenses of arbitration recoverable, 240, 607, 982.
unreasonable delay of, barring interest, 340.
penal sum treated as penalty, on bond to submit to, 410.
d. for breach of contract to submit to, 607, 607 *n.*, 629.
agreement for, in policy of insurance, 722.
d. on covenant to submit value of improvements to, 997.
ARBITRATION BOND, 687.
ARBITRATOR, interest on award of, 335.
bond to abide award of, 687.
award of damages by, 1281.
cannot increase verdict, 1281.
ARCHITECT, injury to, 180, 180 *n.*
recovery of fee by, 612 *n.*, 648.

[References are to sections, *d.* means damage; *n.* means note.]

ARCHITECT—*Continued.*
d. against, for negligence, 648.
ARKANSAS, law of, as to higher intermediate value, 516.
constitutional provisions of, as to eminent domain, 1123.
as to benefits, 1134.
ARM, excessive damages for breaking, 1349.
for crippling, 1355.
for loss of, 1357.
ARMY, enlisting in, for three years, 91.
ARREARS OF INTEREST, interest on, 345.
ARREST. *See* FALSE IMPRISONMENT.
for obtaining property by false pretences, 153*a*.
expenses of procuring release from, 226*d*.
effect of liquidating damages on right of, 426.
d. against officer for failure to, 547, 551.
d. for escape from, 552.
on mesne process, *d.* for escape from, 554*a*.
recovery on bond to secure, 686*a*.
by chief of police, recovery on bond for, 692*a*.
recovery on sheriff's bond for wrongful, 692*i*.
of judgment for error in awarding damages, 1277.
ASHES, injury by throwing on property, 1116.
damage by, 1121, 1165*a*.
ASSAULT, *d.* for mental suffering in actions of, 43.
d. for mental suffering caused by, 43*i*.
for wounded pride, 47.
nominal *d.* for, 101 *n*.
interest not allowed in actions of, 316.
exemplary *d.* in actions of, 350, 352, 372.
for wanton, 366.
mitigation of exemplary *d.* for, 384.
by provocation, 384.
recovery for, in action for injury to land, 929.
no recoupment in action for, 1042.
verdict for, set aside as excessive, 1328 *n*.
excessive damages for, 1345.
inadequate damages for, 1370.
d. for. *See* PERSONAL INJURY.
ASSESSMENT for street improvements, interest on, 332.
of damages, original position of jury in, 349.
policy, recovery on, 732.
refusal of insurance company to levy, 732.
agreement of lessee to pay, 789.
d. not foreseen at time of prior, 1082.
of benefits, for opening of street, 1128.
of damage, taking possession of land without, 1151 *n*.
ASSESSMENT INSURANCE, 732.
ASSETS converted by executor or administrator, recovery on bond for, 692*j*.
ASSIGN, *d.* on covenant in lease not to, 999*k*.
ASSIGNEE for creditors, interest payable by, 311*a*.

[References are to sections, *d.* means damage; *n.* means note.]

ASSIGNEE—*Continued.*
of insolvent estate, interest payable by, 311*f*.
recovery by, on contract of bankrupt, 628.
of note or claim, recovery by, 704.
of mortgage, recovery by on insurance policy, 725.
action by, on covenant of warranty, 961.
of lessor, apportionment of rent between several, 999*d*.
set-off in action by, 1031.
ASSIGNMENT of part of claim inoperative, 83*b*.
of goods, *d.* for fraudulent, 439*k*.
in fraud of creditors, *d.* for, 439*k*.
of insurance, breach of contract to give, 623.
of judgment, *d.* for breach of term of, 634.
of breaches in action on bond, 675*c*.
of non-negotiable note or claim, 704.
ASSIGNOR of note or claim, liability of, 704.
ASSISTANCE, writ of, *d.* against sheriff for failure to execute, 558.
ASSISTANT CASHIER, recovery on bond of, 694.
ASSUMPSIT, object of action of, to obtain money judgment, 4.
for proceeds of converted property, 492.
origin of action of, for recovery of debt, 636*g*.
indebitatus, 657.
action of, supersedes debt, 675*a*.
ATMOSPHERE, *d.* for pollution of, 93 *n*.
ATTACH, failure of public officer to, 550.
ATTACHED PROPERTY, *d.* against sheriff for failure to keep safely, 558.
ATTACHMENT, *d.* for mental suffering caused by, 44*a*.
d. for loss of credit from, remote, 127.
against third party, *d.* for, 175.
expense of bond to dissolve wrongful, 226*d*.
recovery of value of time spent in securing dissolution of, 226*i*.
expense of discharging, 237.
valuation of stock of goods after illegal, 248*a*.
interest prevented by foreign, 341.
loss of credit included in exemplary *d.*, 359.
exemplary *d.* for, 363, 373*a*.
of personal property, 373*a*.
d. for wrongful, 435, 565.
of land, *d.* for wrongful, 565*d*.
d. for malicious, 467.
d. on bond to discharge, 684.
for contempt, counsel fees in defending, not recoverable on bond, 685*l*.
recovery on sheriff's bond, for wrongful, 692*i*.
d. for failure to secure, 887.
d. for failure to make, by reason of delay in transmitting telegram, 887.
of tenant's property by landlord, *d.* for, 990.
excessive damages in actions for malicious, 1343.
ATTACHMENT BOND, recovery of time spent in securing dissolution of attachment, 226*i*.
no recovery on account of litigation on, 232.

[References are to sections, *d.* means damage; *n.* means note.]

ATTACHMENT BOND—*Continued.*
expenses of resisting or discharging recoverable on, 237.
measure of *d.* on, 682.
ATTENTIONS of child, recovery for loss of, 576.
ATTORNEY employed to investigate securities, 86 *b.*
in a contrary suit, 103.
deterioration of property by fault of, 136.
value of services found on general knowledge of jury, 171*a*, *n.*
interest on fee of, 308*a*, *n.*
interest payable by, on money collected, 311*e*, *n.*
exemplary *d.* against, 372.
recovery of entire fee by, 612.
d. for negligence of, 814.
liability of, to client, 814, 831.
for negligence, 831.
action against, for failure to perform services, 831.
entitled to reimbursement from client, 834.
entitled to compensation for services, 834*a*.
compensation of, according to what rate, 834*a*.
compensation of, for loss of opportunity to prosecute unfounded claim, 834*d*.
payment of, by percentage of amount recovered, 834*d*.
d. for wrongful discharge of, 834*g*.
recoupment for lack of skill of, 1037.
evidence of value of services of, 1303.
ATTORNEY'S FEE as liquidated *d.* on note, 416. *See* COUNSEL FEES; EXPENSES OF LITIGATION.
AUCTION, *d.* for refusing to accept goods sold at, 750, 751, 755.
price at, as evidence of value, 722, 852, 1023, 1179, 1298.
expenses of, whether recoverable, 980*a*.
refusal of purchaser at, to accept deed of land, 1023.
deposit at, as liquidated *d.*, 1026.
AUCTIONEER, recovery of expenses by, 675.
of advertising, 834.
action against for negligence, 832.
liability of, to principal, 832.
selling without authority, must pay purchaser's expenses, 838.
d. against, for selling land without authority, 1011.
AUDITOR, recovery on bond of, 693.
AUGUSTUS, changes introduced by, 1312.
AULA REGIS, 18.
AUNT, *d.* for failure to deliver message announcing sickness or death of, 894*b*.
AUSTIN, as to meaning of property, 1118 *n.*
AUSTRALIA, law of, as to higher intermediate value, 516*c*.
AUTHORITY, *d.* on misrepresentation of, 835–838.
expenses of litigation recoverable, 238, 835, 837.
action for misrepresentation of, 236.
implied warranty of, 239.
suit brought without, 839.
lack of legal, 1110.

[References are to sections, *d.* means damage; *n.* means note.]

AUTOMOBILE, *d.* for failure to repaint, 226*g*.
value of use of, 243*b*.
AVAILABILITY of land for city lots, 1165*b*.
for docks, 1171.
for sawmill, 1171.
for factory, 1171.
for summer boarding house, 1171*b*. *See* VALUE.
AVERAGE weight of cows, 192.
profits, 194.
value as proof of value, 1296.
verdict, how far allowable, 1324.
AVERAGE, GENERAL, 717. *See* GENERAL AVERAGE.
AVERMENT of damage. 1257–1260.
AVOIDABLE CONSEQUENCES.
I.—GENERAL PRINCIPLES
plaintiff cannot recover for avoidable consequences, 201, 1172*a*.
reason of the rule, 202.
such consequences remote, 202.
different from the rule of contributory negligence, 203.
the rule of general application, 204.
connection of rule with rule of higher intermediate value, 522.
with duty of replacement, 208*a*.
effect of stipulating *d.* upon, 420*a*.
application of the rule to contracts generally, 205.
not applicable to primary obligation of contract, 218.
to statutory damages, 217.
to landlord out of possession, 210.
replacement in the market, 208*a*.
obligation to make forward contract, 636*f*.
II.—APPLICATION OF RULE IN VARIOUS FORMS OF ACTION
actions of contract, 204, 608.
contracts for personal services, 206.
duty to seek employment, 206, 667.
employment of different kind or grade, 207.
duty to seek employment does not arise in all contracts, 208, 608.
contract of sale, 741.
action on injunction bond, 685*b*.
action against agent, 815.
contract of carriage, 212.
action on contract to furnish freight, 211.
action against telegraph companies, 212*a*, 895.
action by tenant, 210.
actions of tort, 214.
actions for personal injury, 214*a*.
for injury to real estate, 214*b*.
for destruction of fences, 214*c*.
for obstruction of ways, 215.
actions of replevin, 216.
actions under civil *d.* statutes, 1253.
suits in admiralty, 589.

[References are to sections, *d.* means damage; *n.* means note.]

AVOIDABLE CONSEQUENCES—*Continued.*
actions for statutory *d.*, 217.
proceedings in eminent domain, 217.
under English eminent domain statutes, 1104.
under N. Y. eminent domain statutes, 1199.
III.—Avoidable Consequences of Various Wrongs
landlord's agreement to repair, 209, 992.
tenant's agreement to make repairs, 210.
failure to furnish freight or cargo, 211.
defects in goods supplied or work done, 212*b*.
property or materials left on hand, 213.
injury to real estate, 214*b*.
destruction of fences, 214*c*.
obstructing way, 215.
breach of covenant for quiet enjoyment, 218.
destruction of property, 218.
killing cattle, 218.
ejection from premises, 218.
personal injury, 218, 221*b*, 491.
conversion, 506*b*.
breach of promise of marriage, 641*b*.
non-delivery of chattels, 741.
refusal to accept goods bought, 757.
breach of warranty of chattels, 764.
refusal to transport goods, 842.
delay in delivery of goods, 856.
failure to furnish freight, 858.
failure to carry passenger, 862.
expulsion from train, 865, 872.
error in delivering telegram, 895.
injury to land, 927.
diverting or obstructing water, 941.
injury to mill, 944.
nuisance, 947.
failure to furnish heat and power, 995.
IV.—Limitations of the Rule
not barred without lack of ordinary diligence, 218.
plaintiff not called upon to take unreasonable steps to avoid loss, 219.
rule does not require impossibilities, 220.
amount of care required, 221.
what care is reasonable, 221*a*.
not called on to use remedy not generally known, 221*a*.
reasonable care in case of personal injury, 221*b*.
reparation offered by defendant, 222.
knowledge of plaintiff required before rule applies, 223.
notice to plaintiff, 223.
plaintiff need not anticipate wrong, 224, 865.
plaintiff cannot be called on to commit a wrong, 225.
need not violate contract or commit crime, 225.
defendant prevents plaintiff from avoiding consequences, 226.

[References are to sections, *d.* means damage; *n.* means note.]

AVOIDABLE CONSEQUENCES—*Continued.*
V.—Recovery of Expense of Avoiding Loss
rule sometimes results in enhancing *d.*, 226*a*, 437, 438.
expenses of avoiding consequences recoverable, 58, 226*b*.
expense of following and recovering property, 226*c*.
expense of repairing or redressing the injury, 226*d*.
expense of perfecting title, 226*e*.
expense of medical and surgical services, 226*f*.
expense of procuring a substitute, 226*g*.
substitute better than original, 226*h*.
personal efforts to avoid loss, 226*i*.
injury suffered in attempt to avoid, 226*j*.
only reasonable expense recoverable, 226*k*.
reasonableness of the expense, 226*l*.
reasonableness of the means selected, 226*m*.
repairs not worth while, 226*n*.
necessity of payment before recovery, 226*o*.
VI.—Proof of Avoidable Consequences
burden of proof, 227.
court and jury, 228.
AVOIDING, reasonable diligence must be used in, 164*a*.
AWARD, bond to abide, 687.
amount of, recoverable on arbitration bond, 687.
of arbitrator, interest on, 335.
d. for failure to pay, 629.
bond to abide by, 687.
binding in action on policy of insurance, 722.
of appraiser, date of filing, 1151.
AXES, breach of warranty of steel sold for manufacture of, 766.

BAD CONDUCT of plaintiff, may be shown on breach of promise of marriage, 641.
BAD FAITH in sale of land, *d.* on failure to convey, how affected by, 1010.
in severance of chattels from the land of another, 934.
BAGGAGE, worry caused by separation from, 47.
expense of following, 226*c*, *n*.
what is, 873.
liability of carrier for loss of, 873.
BAIL, effect of liquidating *d.* on right to hold to, 426.
d. against sheriff for taking insufficient, 555.
BAIL BOND, 686.
recovery of expense by sureties on, 806.
BAILEE, recovery by, 76.
on insurance policy, 725.
treasurer not merely, 692*f*.
BAILMENT, breach of contract of, 633*b*.
BALLOTS, recoupment for error in printing, 1070.
BANK, wrongful refusal by, to pay check or draft, 153*a*, 171*a*, 819.
when liable for payment of interest on funds collected, 311 *n*.
interest on note payable at, even in case of war, 340*c*.

[References are to sections, *d.* means damage; *n.* means note.]

BANK—*Continued.*
deposit of fund in, as interrupting interest, 341.
d. against, for failure to collect note, 633*c*.
loss of money deposited in, by treasurer, 692*f*.
wrongful deposit by agent in, 816.
d. against for failure to collect note, 819.
BANK NOTES, contract payable in, 276.
interest upon, from time of presentment, 302*a*.
BANK SHARES, value of, 1171*d*.
BANKER, liability of, to principal, 819.
BANKRUPT, recovery by assignee on contract of, 628.
BANKRUPTCY, recovery by assignee, 628.
effect of discharge of surety in, 807*b*.
no bar to action for mesne profits, 907.
BARGAIN, *d.* against unauthorized agent for loss of, 836.
loss of, not regarded in early times, 951.
value of, on contract to convey land, 1005.
d. for loss of, on breach of contract to convey land, 1011, 1012.
BARGE, value of, 595.
BARK, measure of *d.* for wrongfully stripping, 934.
BARMECIDE FEAST, lawsuit is too often, 38.
BARN, basement site for, 1171*b*.
BARRELS, damages for furnishing leaky, 212*b*, *n*.
d. for breach of warranty of, 764, 768.
BARTER CONTRACTS for land, 1020.
BASEMENT BARN, site for, 1171*b*.
BASIN, land taken for storage, 1171*e*.
BASIS, of compensation for use of track, 1150.
of right in condemnation proceedings, 1107, 1149*b*.
BATH HOUSE, recovery for refusal to admit to, 873*b*.
BATTERY. *See* ASSAULT.
mental suffering caused by, 43*i*.
entire *d.* for, 84.
consequence of, only aggravation of *d.*, 84.
BATTLE, trial by, 15.
when abolished in England, 15 *n*.
in France, 15 *n*.
BAY WINDOWS, projecting, 1166.
BEANS, injury to cargo of, 852.
BEAUTY of deceased wife cannot be shown in action for her death, 580*a*, *n*.
injury to natural, 1123*a*.
BED, compensation for deprivation of, 457.
BEGIN, right to, 1286.
BEING kept out late, *d.* for annoyance by, 42 *n*.
BELIEF OF RIGHT, mitigates exemplary *d.*, 383*c*.
BELIEF OF TRUTH of libel or slander, *d.* mitigated by, 448*c*.
BENEFICIAL ENJOYMENT, compensation for taking of, 1114.
BENEFICIAL INTEREST, recovery by owner of, 926.
BENEFICIAL USE, interference with, 1114.
destruction of, 1116.

[References are to sections, *d.* means damage; *n.* means note.]

BENEFICIARY, may recover profits or interest from trustee, 311*c*.
BENEFIT, allowance for, 63 *et seq.*
conferred on the injured party by the wrongful act, 63.
conferred in an action for flooding lands, 64.
on the injured party in common with others, 65.
not caused directly by the wrongful act itself, 66.
received from third parties on account of the injury, 67.
received on insurance policy, 67*a*.
from charitable aid, 67.
nominal *d.* at least recoverable where *d.* reduced because of, 101.
expectation of, 574.
of contract, what is, 609.
received from improvements is measure of allowance, 917.
BENEFITS, allowance of, in actions for taking by eminent domain, ch. xlviii.
I.—General Principles
in England, 1103.
under English statutes, 1103.
through rise in value, 1103.
the allowance of benefits in general, 1125.
under statutes, 1126.
in the United States, 1127.
street openings, 1128.
cannot be assessed twice, 1128.
general benefits, 1129.
special benefits, 1130, 1170.
causes of diversity in the rules governing benefits, 1130*a*, 1165*b*.
under state constitutions, 1131.
local rules, 1131.
special statutes, 1131.
originally no distinction between general and special benefits, 1132.
under new constitutions, 1133.
under old constitutions, 1146.
set off against *d.* to land not taken, in Illinois, 1183.
general conclusions, 1148.
to land of other persons cannot be considered, 1130.
due to other causes, cannot be considered, 1130.
to distinct parcel of land, cannot be considered, 1130.
of cutting to taker, 1150.
exclusion of, in Iowa, 1152.
what to be considered, 1152 *n.*
from adjacent lands, 1162.
indirect, 1162.
from improvement on adjoining land, 1162.
under New York statutes for use of street, 1197 *et seq.*
II.—Constitutional Provisions in Particular States
Alabama, 1133.
Arkansas, 1134.
California, 1135.
Colorado, 1136.
Connecticut, 1148.

[References are to sections, *d.* means damage; *n.* means note.]

BENEFITS—*Continued.*
Delaware, 1148.
District of Columbia, 1148.
Georgia, 1137.
Idaho, 1145.
Illinois, 1138.
Indiana, 1148.
Iowa, 1148.
Kansas, 1148.
Kentucky, 1138*a*.
Louisiana, 1139.
Maine, 1148.
Maryland, 1148.
Massachusetts, 1147.
Minnesota, 1145, 1148.
Mississippi, 1139*a*.
Missouri, 1140.
Montana, 1145.
Nebraska, 1141.
Nevada, 1148.
New Hampshire, 1148.
New Jersey, 1148.
New York, 1146.
North Carolina, 1148.
North Dakota, 1141*a*.
Ohio, 1148.
Oregon, 1148.
Pennsylvania, 1142.
Rhode Island, 1145, 1148.
South Carolina, 1148.
South Dakota, 1145.
Tennessee, 1148.
Texas, 1143.
Vermont, 1148.
Virginia, 1148.
Washington, 1143*a*.
West Virginia, 1144.
Wisconsin, 1148.
Wyoming, 1145.
BERTH, *d.* for failure to provide, 212 *n.*
d. against sleeping car for failure to furnish, 873*a*.
BESOTTED CONDITION, joint liability for, 36*a*, *n.*
BIBLE, value of family, 251*a*, *n.*
BICYCLES, contract to keep up price of, 749*a*.
whether baggage, 873 *n.*
BID, market price presented by, 245.
BILL, doctor's, 1166*d*.
BILL OF EXCHANGE, value of, 256.
contract payable in, 276.
interest on, 287, 696, 698, 699.

[References are to sections, *d.* means damage; *n.* means note.]

BILL OF EXCHANGE—*Continued.*
in England, 290.
overdue, interest on, 301.
expressed intention governs as to allowance of interest on, 330.
higher rate of interest after maturity of, 331.
d. on, 695 *et seq.*
inadequate consideration of, 695.
face value of, recoverable, 695.
civil law as to interest on, 697.
French code as to interest on, 697.
foreign, 700.
d. for protest of, 700.
re-exchange on, 700.
costs of protest and re-exchange on, 701.
accommodation, recovery on, 702.
recovery on by pledgee, 703.
liability of indorser of, 704.
to costs of prior suit, 705.
d. for failure to accept or pay, 707.
agreement to pay for property by, 756.
recovery in action on, 1050.
conflict of laws on, 1375.
as to re-exchange, 1375.
as to protest for non-acceptance or non-payment, 1375.
as to interest, 1375.
BIRTH of child, provable in breach of promise of marriage, 639.
BLANK of telegraph company, containing contract, 876.
BLASTING, injury caused by, whether a cause of action, 33.
repeated injury caused by, 92.
compensation for injury caused by, 184, 1111, 1117 *n.*
BLINDNESS, excessive damages for, 1359.
BLOOD POISONING, *d.* for, 44.
mental suffering from fear of, 47 *n.*
BOARD AND LODGING, *d.* for breach of contract to furnish, 90 *n.*, 205 *n.*, 614 *n.*
evidence of value of, 1304.
BOARDING HOUSE, availability of land for summer, 1171*b*.
BOAT, loss of trip of, by collision, 182*a*.
avoidable consequences of removing, 214.
value of, 252, 595.
interest in action for destruction of, 317.
d. for breach of warranty on sale of, 765.
BOAT RAILWAY, condemnation of land for, 1171*b*.
BODY, fear of non-arrival of, 47 *n.* *See* CORPSE.
BOILER, whether bursting of is a cause of action, 33.
breach of contract to supply, 620 *n.*
d. for breach of warranty of, 765, 767.
BONA FIDE possessor, his equities, 906, 915.
trespasser, 934.
BOND. *See* LIQUIDATED DAMAGES.

[References are to sections, *d.* means damage; *n.* means note.]

BOND—*Continued.*
I.—In General
form of, 675*a*.
reason given for introduction of, 675*a*.
municipal, value of, 257.
individual, value of, 260.
to convey, value of, 260.
d. for breach of warranty of value of, 763.
d. for failure to deliver, interest on value, 313*a*.
d. for breach of contract to engrave, 614 *n*.
covenant on, 679.
money, and bond with covenant, distinction between, 679.
injunction against using municipal, 685*i*.
recovery of *d.* on sheriff's bond for taking insufficient, 692*i*.
not in accordance with statutes, may be valid at common law, 692.
d. for wrongful issue of, 708.
payment by, 796, 799.
d. for expense of obtaining, by reason of illegal distraint, 990*a*.
II.—Damages in Actions on
d. on penal, 30.
nominal *d.* in action on, 106.
recovery of expenses of litigation upon, 232.
municipal, interest on, 337 *n*.
exemplary *d.*, whether recoverable on, 370.
statutory, exemplary *d.* for breach of, 370.
penal sum, regarded as penalty, 410.
debt on, 675*b*.
damages less than the penalty, 675*c*.
assignment of breaches, 675*d*.
only the plaintiff's actual loss now recoverable, 675*e*.
penalty and liquidated damages, 676.
damages in excess of penalty, 677.
interest on penalty, 678.
bonds containing express covenants, 679.
compensation for breach of condition, 679*a*.
d. on limited by penalty with interest, 680, 689.
remote and conjectural *d.* not recoverable on, 680.
expenses and counsel fees recoverable on, 680.
reduction of damages, 681.
actions against sureties, 681*a*.
interest payable by sureties after demand, 302*a*.
III.—Bonds Given in Judicial Proceedings
attachment bonds, 226*i*, 682.
expense of procuring bond to dissolve attachment, 226*d*.
expenses of resisting or discharging attachment, 237.
counsel fees and expenses in procuring dissolution of attachment, 682*a*.
exemplary damages, 683.
forthcoming bonds, bonds to dissolve attachment, receiptors, 232, 684.

[References are to sections, *d.* means damage; *n.* means note.]

BOND—*Continued.*
bonds to indemnify attaching sheriff, 684*a*.
injunction bonds, general principles, 226*i*, 685.
injunctions preventing use of land, 685*a*.
injunctions against taking a profit from land, 685*b*.
other injunctions concerning land, 685*c*.
injunctions against doing work, 685*d*.
injunctions against carrying on business, 685*e*.
injunctions against constructing a building or other work, 685*f*.
injunctions against collecting a judgment or other debt, 685*g*.
injunctions against a sale, 685*h*.
injunctions against other acts, 685*i*.
counsel fees incurred on account of the injunction, 237, 685*j*.
counsel fees in the entire litigation, 232, 685*k*.
counsel fees not chargeable to defendant, 685*l*.
amount of counsel fees recoverable, exorbitant charges, 685*m*.
other expenses of litigation, 237, 685*n*.
bonds for vacating injunction, 685*o*.
bail bonds, 106, 686.
bonds for arrest, 226*d*, 686*a*.
arbitration bonds, 687.
appeal and supersedeas bonds, 688.
recovery of damages from the appeal, 688*a*.
replevin bonds, 689.
measure of recovery, 689*a*.
value of property in writ conclusive, 532, 689*a*.
value of property when to be estimated, 690.
destruction of property before payment, 691.
reduction of damages, 691*a*.
limitations of plaintiff's title, 691*b*.
detinue bonds, 691*c*.
other judicial bonds, 691*d*.
to contest claim of exemptions, 691*d*.
ne exeat, 683 *n*.
sequestration, 106.
IV.—Official Bonds
official bonds in general, 543, 692.
acts outside official duty, 692*a*.
liability for acts before or after regular term of bond, 692*b*.
liability on cumulative bonds, 692*c*.
successive bonds to cover successive terms of office, 692*d*.
default in payment of money at end of last term, 692*e*.
of financial officers, 692*f*.
of judicial officers, 692*g*.
of clerks of courts, 692*h*.
of sheriffs and constables, 692*i*.
of executors and administrators, 57, 692*j*.
of guardians, 692*k*.
of county and town officers, 693.
of officers of corporations, 694.

[References are to sections, *d.* means damage; *n.* means note]

BOND—*Continued.*
V.—Bonds of Indemnity
bond of indemnity, recovery on, 789.
expenses of litigation recoverable, 238.
to sheriff, 57.
to save harmless, recovery on, 793.
from digging up street, 793*a*.
VI.—Other Bonds
to convey land, value of, 260.
for interest, interest upon, 346.
against waste, liquidated *d.* for breach of, 395.
between partners, liquidated *d.* for breach of, 395.
to convey land, penal sum treated as penalty, 410.
for maintenance of plaintiff, 633*a*.
to support, 675*d*.
to pay for right of way, 677.
contractor's bonds, 679*b*.
statutory bonds and undertakings, 680.
to convey, *d.* on, where conveyance is possible, 1007.
for price of land, recoupment upon, 1040.
BONDSMEN. *See* Sureties.
BONUS, paid to obtain money, 806.
BOOK, demand for, at a certain time, 156.
d. for failure to print, 197.
to supply, 205 *n*.
value of plates of, 250.
value of second hand, 251.
d. for breach of contract to publish, 618 *n*.
whether baggage, 873 *n*.
BOOM, condemnation of islands for, 1171*e*.
BOTTLES, *d.* for failure to supply, to manufacturer, 742*a*.
BOUNDARIES, *d.* for misrepresentation as to, 1027, 1028.
BOUNTY, interest on, 337.
ability to earn, considered in value of vessel, 595.
BOUQUET, *d.* for error in transmitting telegram ordering, 884.
BOYCOTT, *d.* for mental suffering caused by, 44*a*.
BREACH, continuous, 82.
all *d.* of, must be recovered in one action, 85.
of condition of bond, 679*a*.
of term of sale of goods, recovery for, 1061.
BREACH OF CONTRACT, whether continuing or total, 90.
whether total or partial, 636*i*.
or invasion of right, 97.
before time for performance, 636*d*.
anticipatory, 636*d*.
nominal *d.* where plaintiff benefited by, 1106.
BREACH OF COVENANT, what is, 953.
of warranty, 956.
of seizin, 966.
against incumbrances, 967.

[References are to sections, *d.* means damage; *n.* means note.]

BREACH OF COVENANT—*Continued.*
in lease, recoupment for, 1057.
BREACH OF PROMISE OF MARRIAGE. *See* MARRIAGE, ch. xxviii.
d. for loss of station by, 50.
not admissible in aggravation of *d.* for seduction, 475.
exceptional nature of the action, 637.
exemplary damages, 351, 370, 637*a*.
loss of marriage, 638.
injury to affections, 638*a*.
mental suffering, 638*b*.
consequential damages, 638*c*.
aggravation, seduction under promise of marriage, 639.
circumstances of the breach, 639*a*.
wealth of defendant, 639*a*.
events after suit brought, 640.
plea of justification interposed in bad faith, 640*a*.
mitigation, bad character or conduct of plaintiff, 641.
feelings of the parties, 641*a*.
physical defects of the parties, 641*b*.
offer of performance after breach, 53, 641*c*.
BREACH OF TRUST, interest because of, 311*c*.
BREACH OF WARRANTY on sale of goods, recoupment for, 1060. *See* BREACH OF COVENANT.
BREACHES, bad assignment of, 1276.
several, 84*a*.
BREACHES OF BOND, assignment of, 675*c*, 675*d*.
BREAKING of pipe line, compensation for probable, 1166*e*.
BREHON LAW, fines payable in cattle in, 10.
BRICK, delay in delivery of, for building, 152 *n*.
loss of, by injunction, 685*b*, *n*.
d. for failure to deliver, 742.
d. for failure to pay for, 752*a*.
d. for failure to accept, 754.
BRICK WALL, compensation for falling of, 1164.
BRICKYARD, depreciation of value of, by taking, 1165*b*.
compensation for prevention of enlargement of, 1165*b*.
BRIDGE, *d.* for loss of use of, 187.
value of land for abutments of, 252 *n*., 1171*e*.
profits of contract to construct, 614 *n*.
d. for breach of contract to build, 615 *n*., 647*a*.
d. for breach of contract to repair, 618 *n*., 647*a*.
erection of, by county, 1120.
opening of, is special benefit, 1130 *n*.
taking by eminent domain, 1163, 1173.
building of, 1165*a*.
taking of land for, 1171*a*.
value of land needed for, 1171*c*.
effect of conformation of land on cost of, 1171*e*.
injury to ferry by erection of, 1173.
BROKER, *d.* to business and credit of, 153*a*.

[References are to sections, *d.* means damage; *n.* means note.]

BROKER—*Continued.*
established business of, 182 *n.*
conversion of stock by, 228*d.*
in stocks, interest on his accounts by custom, 311.
d. against for fraud, 439*i.*
for failing to use skill for principal, 828.
higher intermediate value in actions against, 509–514, 521–524.
custom house, 832*a.*
liability of, to principal, 834.
compensation recoverable by, 670.
entitled to commission for services, 834*a.*
where sale made by principal, 834*c*, 834*d.*
BROTHEL, entire *d.* for establishment of, 924*a.*
BROTHER, no presumption of loss by, in action for death, 584*a.*
d. for failure to deliver message announcing sickness or death of, 894*b.*
BROTHERHOOD of Locomotive Engineers, 170*a.*
BRUSH, contract to keep leased premises free from, 999*k.*
BRUTALITY, exemplary *d.* for, 365.
BUGGY, delay in shipment of, 152 *n.*
BUILD, *d.* for failure to, 633*d.*
covenant to, in bond, 679.
contract to, 641*c.* *See* CONTRACT OF CONSTRUCTION.
BUILDING, erection of, causing nuisance, 93.
erection of large, 149.
lumber bought for, 164.
contract to supply iron work for, 166, 205 *n.*
prevention of erection of, 182.
destruction of, 183.
failure to remove, 205 *n.*
d. by putting defective beams into, 212*b.*
d. for wrongfully making opening into, 214*b.*
d. for delay in completing, 224.
cost of repair of, 226*d*, *n.*
value of land for construction of, 252*n*, 1171*b.*
liquidated *d.* for delay in completing, 419.
agreement to erect or pay money, 423.
contract to construct, 156, 607, 614, 616, 617, 618 *n.*, 625.
d. for breach of contract to construct, 620 *n.*, 643.
to plaster, 620 *n.*
to roof, 620 *n.*
to supply materials for, 742*a.*
to furnish materials for, 646*a.*
to repair, 646*b.*
to allow removal of, 998.
profit of contract to construct, 614 *n.*
to work on, 614 *n.*
d. for defective construction of, 644.
d. for delay in construction of, 645.
recovery for work on, after it is blown down, 655*c.*
injunction against tearing down, 685*c.*

[References are to sections, *d.* means damage; *n.* means note.]

BUILDING—*Continued.*
against constructing, 685*f*.
value of, 722, 1168, 1171*b*.
when a total loss, 722*a*.
d. for removal of, 910, 935*a*, 1168.
d. for destruction of, 935*a*.
covenant to allow removal of, 998.
whether destruction of, by fire excuses payment of rent, 999*c*.
d. against lessee for destruction of, 999*g*.
obligation of tenant to restore after destruction by fire, 999*j*.
structural *d.* to, 1096.
taking of, by eminent domain, 1107.
injury to, 1117 *n*.
evidence of value of materials in, 1168 *n*.
evidence of value of, 1302.
BUILDING LOTS, value of land for, 253.
BUILDING PLANS, change of, 1164.
BUILDING PARTICULAR STRUCTURES, viz.:
approach to viaduct, 1109*n*.
bridge, 1165*a*.
drain, 1110 *n*.
fence, 1167 *n*.
gates, 1165.
levee, 1109 *n*.
power house, 1121 *n*.
quarry railroad in street, 1123 *n*.
railroad in street, 1123.
without condemnation proceedings, 1165*c*.
consent to, 1109.
railroad embankment, 1120.
side track in street, 1123.
viaduct, 1121 *n*.
BUILDINGS, several may form an entire tract for eminent domain purposes, 1205*c*.
BULL, damages for sale of impotent, 214.
d. caused to heifer by, 435.
BULLETS, early substitute for money in Massachusetts, 266.
BURDEN, additional, 1109, 1123, 1152*a*.
increase of, 1149*b*.
of increased fencing, 1163.
BURDEN OF PROOF, to establish amount of loss, 170.
to reduce *d.*, 170*a*.
of avoidable consequences, 227.
of reasonableness of attempt to avoid loss, 227.
of ratification by principal of agent's act, 378.
to establish liquidation of *d.*, 406.
whether liquidated *d.* are penalty, 408.
in action against public officer, 546.
of amount of *d.* for breach of contract, 610.
of reduction of contract price, 612.

[References are to sections, *d.* means damage; *n.* means note.]

BURDEN OF PROOF—*Continued.*
of loss through wrongful discharge of servant, 667.
of other possible employment, 667.
in action against agent, 814.
that expenses of extinguishing incumbrances were reasonable, 980.
as to apportionment of profits of infringement, 1243.
BURIAL, exemplary *d.* for interference with right of, 373.
BURNING of mill, loss of rice caused by, 151. *See* FIRE.
BURRS, contract to keep leased premises free from, 999*k*.
BURY in usual manner, *d.* for failure to, 45.
BUSINESS, loss and inconvenience in prosecution of, 42.
anxiety connected with, 44.
contract not to engage in, 89.
consequential *d.* to, 152, 153.
abandonment of former situation in anticipation of, 167.
expected profits of, 174.
uncertain and speculative, 180.
injury resulting in loss of, 181.
liquidated *d.* for agreement not to engage in, 182, 400, 418.
profits of established, 182, 185, 187.
of uncertain, 182*a*.
of illegal, 182*b*.
of new, 183.
established, is bought and sold, 183.
new, 183.
injury to by eviction, 188.
by injury to land, 927.
loss of use of, 189.
contract for share in, 192.
to establish, 194.
value of established, 254.
d. for loss of, from defamation, 444
malicious prosecution, 459.
false imprisonment, 461.
malicious attachment, 467.
personal injury, 482*a*.
income of deceased from, may not be shown in action for death, 580*a*.
no recovery for injury to, by collision in admiralty, 589.
d. for breach of contract to establish, 620 *n*.
to share, 625.
not to engage in, 632.
d. for injury to, by breach of exclusive contract, 632.
d. for loss of, on attachment bond, 682.
d. by injunction against carrying on, 685*e*.
when carried on, in spite of injunction, 685*e*.
d. for injury to, in action on bond for appointment of receiver, 691*d*.
d. for interruption of, by fire not recoverable on policy, 724.
d. for injury to by removal, 806.
by carriage of passenger beyond station, 864*a*.
by eviction from leased premises, 988*a*.

[References are to sections, *d.* means damage; *n.* means note.]

BUSINESS—*Continued.*
by negligence of landlord, 990.
by illegal distraint, 990*a*.
by illegal entry of landlord, 990*b*.
by breach of covenant to repair, 992.
by failure of landlord to furnish power, 995.
by breach of covenant to renew lease, 996.
by breach of covenant to stop trains at hotel, 999.
done on land, misrepresentation as to, 1027.
recoupment in action on contract for sale of, 1062.
on sale of good-will of, 1063.
difference between established and new, 1087.
compensation for diminution of, 1121 *n.*, 1152*a*.
for annoyance to, 1165.
for injuries to, 1169.
for interruption of, 1169.
inconvenience and hindrance to, 1152*a*, 1169.
increase in expense of existing, 1152*a*.
evidence as to, 1169.
suitableness of property for, 1204.
compensation for falling off of, by taking of rights in highway in New York, 1205.
special damages for injuries to, must be alleged, 1269.
evidence of value of, 1304.
BUSINESS PREMISES, loss through deprivation of, 134.
injury to, 184.
d. for injury to, 185.
recovery for good-will of, 1080.
BUTCHER, value of stock of, 248*a*.

CABBAGE SEED, *d.* for breach of warranty of, 768.
CABLE ROAD, machinery for, 153*n*.
CALIFORNIA, rule in, as to recovery of counsel fees on injunction bond, 686*m*.
for recovery against executor who is debtor to state, 692*j*.
for recovery of higher intermediate value of goods sold, 745.
taking by eminent domain in, 1116.
constitution of, referred to, 1122.
on eminent domain, 1123.
as to benefit, 1135.
CALL ON STOCK, contract to pay, 627.
d. against telephone company for failure to answer, 897*a*.
CANAL, *d.* for filling up, 35 *n*, 93.
private, 93.
public, *d.* for enlargement of, 95.
failure to furnish dredges for use in, 161.
contract to construct, 655.
drainage, 1149 *n*.
seepage from, 1164.
taking of materials for construction of, 1107.
d. from construction of, 1164.

[References are to sections, *d.* means damage; *n.* means note.]

CANAL-BOAT, *d.* for breach of warranty of, 765.
CANAL COMPANY, flooding of land by, 1108 *n.*
CANCELLATION OF CONTRACT, by its terms, 655*d*. *See* REPUDIATION.
CANON, value of land in, 1171*b*.
CANONS OF INTERPRETATION, of agreements for stipulated *d.*, 409.
CAPACITY, probable future increase of, 180*a*.
of business, compensation for limiting, 1152*a*.
to earn, of deceased, may be shown in action for death, 574*a*, 580*a*. *See* EARNING CAPACITY.
of franchise, 1171*d*.
to have offspring, *d.* for loss of, 485.
to labor, *d.* for diminution of, 171*a*, *n*.
d. for injury to, 180, 484.
of married woman, 486.
of minor, 486*b*.
physical, 485. *See* PHYSICAL CAPACITY.
CAPITAL not advanced by partner, interest on, 301.
no interest on partnership, 310*a*.
CAPRICE, verdict set aside for, 1326.
CAPTURE, illegal, *d.* for, 175.
exemplary *d.* for, 352.
amounts to constructive total loss, 711.
CARCASS, *d.* for killing animal reduced by value of, 435.
d. for leaving near plaintiff's house, 948.
CARE, requisite in avoiding consequences, 221, 221*a*.
in avoiding effect of personal injury, 221*b*.
for person during life, recovery on contract to, 616.
question of due, 1110.
evidence of value of, 1304.
of husband, recovery by wife for loss of, 578.
of parent, recovery by child for loss of, 577.
CARGO, *d.* for failure to furnish, 211, 858.
avoidable consequences of failure to furnish, 211, 221*a*.
contribution of, to general average, 717.
expense of saving and storing, in admiralty, 589.
of unloading by lighters after obstruction of channel, 226*g*.
injury to, 596*a*.
insurance of carrier's liability on, 713.
jettison of, 717.
loss of, by collision, 596.
one of the interest in jeopardy on voyage, 717.
recovery for damage to, 596.
subject of marine insurance, 709.
total loss of, 710.
value of, 596, 712, 714, 717.
for general average, 717.
wrongful injury to, need not be anticipated, 224.
CARLISLE TABLES, admissible to prove duration of life, 1306.
CARRIAGE, manufacture of, 164*a*.
pole supplied for, 164*a*.

[References are to sections, *d.* means damage; *n.* means note.]

CARRIAGE—*Continued.*
value of, 251.
d. for failure to receive, 751.
d. for breach of warranty of part of, 765.
contract of. *See* CARRIER.
avoidable consequences of violation of, 212.
recoupment in contract of, 1068.
CARRIAGE-POLE, *d.* for breach of warranty of, 765.
CARRIER, obligation of, whether contract or tort, 602.
exemplary *d.* against, 363, 371*a*.
special *d.* must be alleged in actions against, 1267.
excessive *d.* in actions against, 1342.
inadequate *d.* in actions against, 1370.
CARRIER OF GOODS must compensate direct loss, 121*b*.
avoidable consequences of injury by, 204, 212.
interest in actions against, 318.
exemplary *d.* against, for refusal to deliver goods, 373*a*.
liquidated d., 419.
insurance of liability of, on valued marine policy, 713.
recovery by, on fire policy, 725.
recoupment against, 1068.
telegraph company is not, 875.
notice to, of intention to resell, 162.
of special use for money, 168.
for material for manufacture, 153, 166.
for tools, 153.
for machinery, 144, 145, 153, 165, 178.
form of action against, 840.
measure of *d.* against, a question of law, 840.
compensation of, for transporting goods, 841.
acceptance of goods from, before destination reached, 841.
actions against, 842 *et seq.*
d. for refusal to transport, 842.
consequential *d.* for refusal to transport, 843.
d. for failure to furnish cars, 843*a*.
d. for loss or destruction by, 152.
d. for non-delivery, 844.
place of estimating value on non-delivery, 198, 845.
in case of connecting lines, 846.
d. for failure to forward goods, 846*a*.
time of estimating value on non-delivery, 847.
reduction of *d.* for non-delivery, 848.
by acceptance of goods, 848.
by receipt of insurance money, 849.
interest in action against, for loss of goods, 317.
consequential *d.* for non-delivery, 164, 166, 168, 200, 850.
when include profits, 176.
sufficient notice of, 159.
limitation of liability of, 851.
d. for injury during transportation, 852.

[References are to sections, *d.* means damage; *n.* means note.]

CARRIER OF GOODS—*Continued.*
time of estimating value of injured goods, 852.
reduction of *d.* for injury, 852.
d. for misdelivery, 524, 853.
reduction of *d.* for misdelivery, 87, 853.
nominal *d.* for misdelivery, 853.
d. for delay in delivery, 143, 164, 165, 854.
of cotton, 166.
of machinery, 146, 190.
of mill shaft, 144.
of money, 168.
of samples, 195.
in transportation by sea, 855.
interest against, for delay in delivering goods, 316.
consequential *d.* for delay in delivery, 136, 856.
loss of profits whether remote, 856.
notice of special consequences of delay, 169*a*, 856*a*.
of advantages of prompt shipment, 164.
of expenses of litigation on sub-contract, 240.
d. for delay in lading or unlading a vessel, 857.
d. for discrimination, 857*a*.
d. for breach of agreement to furnish freight, 164, 211, 857.
CARRIER OF PASSENGERS, not liable for inconvenience from delay, 42.
inconvenience of walking home, 42.
setting down at wrong station, consequential *d.*, 150.
notice of necessity of promptness, 161.
avoidable consequences, 204, 212, 872.
wrongful demand of additional fare by, 222.
responsible for cold caught by passenger, 226*j*.
liability of, for delay of passenger, 226*k*.
whether expense of special train is recoverable, 226*k*.
exemplary *d.*, 388.
nature of liability of, 859.
form of action against, 150, 859.
d. for personal injury, 860.
d. for fright and nervous shock, 861, 866.
d. for failure to carry a passenger, 862.
d. for delay in transporting a passenger, 863.
d. for failure to carry to destination, 864.
d. for carriage beyond station, 864*a*.
d. for expulsion from train, 865.
avoidable consequences of expulsion, 865, 872.
failure to furnish agreed accommodations, 865*a*.
compensation for the risk of injury, 866.
consequences of exposure, 867–871.
American rule, 868.
Pullman Palace Car Co. *v.* Barker, 869.
Brown *v.* Chicago, Milwaukee & St. Paul Railway, 870.
general conclusions, 871.
liability of, for loss of baggage, 873.

[References are to sections, *d.* means damage; *n.* means note.]

CARS for street railway, 195 *n.*
d. against carrier for failure to furnish, 843*a*.
d. for discrimination in furnishing, 857*a*.
d. for breach of contract to furnish, 999.
change in size of, 1149 *n.*
risk of running off track, 1165.
CASE, object of, is to obtain money judgment, 4.
CASES, English, on eminent domain referred to, 1123.
CASH, *d.* for failure to insist on payment in, 692*f*.
failure by agent to exact payment in, 829.
CASH VALUE, 722, 1171*d*.
definition of, in statute of eminent domain, 1171*d*.
CASHIER, recovery on bond of, 694.
CASUALTIES to cattle, 1163.
CAT, hurt by dog, *d.* for, 43*h*, *n.*
CATALOGUING, auctioneer entitled to reimbursement for, 834.
CATTLE, annoyance of keeping out, 1164.
avoidable consequences of turning out, 214.
casualties to, 1163.
contract to furnish distillery slops for feeding, 164.
cost and annoyance of keeping out, 1164.
d. against carrier for killing, 844.
for wrongful unloading, 852.
d. by injury to young, 209.
d. caused by, 125, 125*a*.
d. for breach of contract to pasture, 608, 620 *n.*
by tenant not to pasture on wet land, 999*k*.
d. for delay in transportation of, 854.
d. for depriving of pasturage, 927.
d. for trespass by, 214.
d. to, by injunction against building stable, 685*f*.
delay in delivery of cotton-seed for feeding of, 152 *n.*
delay in shipment of, 212.
diseased, *d.* for infection by, 125.
distraint of, damage feasant, 945.
failure to deliver machine for cutting fodder for, 205*n*.
to deliver mill to grind corn for, 742.
to furnish water to, 221*a*.
failure to pasture, 205 *n.*
injury by trespass of, 201, 214*c*.
injury to, by lack of pasturage, 221*a*.
need not be anticipated, 224.
by drinking polluted water, 223.
loss of sale of, through failure to transmit telegram, 883.
no obligation on owner to lessen damage from killing of, 218.
obstruction of way used to feed, 215.
recoupment for injury caused by landlord's, 1058.
recovery against several owners for joint trespass of, 431.
were primitive substitute for money, 10 *n.*, 200. *See* ANIMALS.
CATTLE CARS, *d.* for failure to erect, 226*i*.

[References are to sections, *d.* means damage; *n.* means note.]

CATTLE CARS—*Continued.*
expense of constructing, 1152*a*.
CATTLE DEALER, evidence of profits by, 181*n*.
CATTLE-GUARDS, contract to build, 631.
compensation for expense of, 115*a*, 1167.
CATTLE RAISING, profits of, 182*a*, *n*.
CAUSA PROXIMA in actions against telegraph companies, 897.
CAUSA PROXIMA NON REMOTA SPECTATUR, 114.
CAUSE, intervening in action of contract, 602 *n*.
CAUSE OF ACTION, what constitutes, 33, 83*b*.
when entire, 84 *et seq.*, 636*g*.
joinder of good and bad, 1276.
CAUSE OF DAMAGE, in condemnation proceeding, 1153.
courts not agreed as to, 1170.
when property is taken, 1185, 1186.
CAUSE OF OFFENCE, discontinuance of, as mitigation of exemplary *d.*, 383.
CAUSEWAY, improper construction of, 1123 *n*.
CELLAR, negligence in constructing, 765.
flooding, 1166*d*.
CEMENT, *d.* for breach of warranty of, 766.
rock, *d.* for removal from land, 935 *n*.
walk, *d.* for breach of contract to construct, 647*c*, *n*.
CENTRE of population, establishment of, new, is general benefit, 1129.
CERTAIN, *d.* must be, ch. ix. *See* CERTAINTY; CERTAINTY OF PROOF.
fact of loss must be shown with reasonable certainty, 170.
absolute certainty not required as to amount of loss, 170*a*.
best proof possible must be given, 171.
value found by jury without evidence, 171*a*.
alternative rules of damages, 171*b*.
prospective loss, 172.
future effects of personal injury, 172*a*.
gain prevented; profits, 173.
allowance of profits, how regulated, 174.
early cases, 175.
profits recoverable if proximate, natural, and certain, 176.
general rule, 177.
cases of entire loss do not fall within the rule, 178.
gain expected from the use of money, 179.
loss through injury to capacity for labor, 180.
probable future increase of capacity, 180*a*.
personal injury resulting in loss of business, 181.
profits of an established business, 182.
uncertain profits of an established business, 182*a*.
profits of an unlawful business, 182*b*.
of a new business, 183.
damages for obstructing the use of land, 184.
failure to give possession of real estate, 185.
failure to put a structure on land, 186.
loss of use of a road or bridge, 187.
damages for wrongful eviction, 188.

[References are to sections, *d.* means damage; *n.* means note.]

CERTAIN—*Continued.*
loss of the use of business premises, 189.
injury to machinery, 190.
injury to crop, 191, 937.
profits of a contract, 192.
contracts for a share in the profits of a business, 193.
agency commission contracts, 193*a*.
contracts in restraint of trade or competition, 193*b*.
collateral profits, 194.
loss of use of personal property, 195.
loss of use of a vessel, 196.
profits expected from a sale of goods, 197.
profits included in the market price, 198.
profits expected from the manufacture of raw material, 199.
from competition or speculation; value of a chance, 200.
CERTAINTY, in elevated railway cases, 1205.
necessary for recovery of *d.* on injunction bond, 685*b*.
no recovery for loss of speculative profits, 889.
of loss in action against telegraph companies, 888.
of profits expected from use of money, 685*h*.
rules of, applicable to actions for injury to passenger, 860.
of profits of business, 685*e*, 1087.
of *d.* for injury to land, 927.
under eminent domain statutes, 1087.
CERTAINTY OF PROOF, 170 *et seq.* *See* PROFITS.
loss must be proved with reasonable certainty, 170, 888, 889.
when not to be attained, reasonable probability must be shown, 170.
best proof possible must be given, 171.
in action for trespass to lands, 932.
of loss from personal injury, 180.
of loss of business through personal injury, 181.
of loss of capacity to labor, 180.
of loss of chance of promotion, 860.
of loss of opportunity to compete for prize, 200.
of loss of professional earnings, 180.
of loss of speculation, 200.
of loss of time, 180.
of profits, 173 *et seq.*, 1087. *See* PROFITS.
of prospective loss, 172. *See* PROSPECTIVE DAMAGES.
of value of growing crops, 937.
rules as to, 1087, 1094.
CERTAINTY OF REMOTENESS, 1094.
CERTIFICATE OF STOCK, value of, 257.
conversion of, 494.
CESTUI QUE TRUST, *d.* recoverable by, for injury to land, 70, 83.
CHAIN, warranty of sufficiency of, 164*a*.
CHAMPAGNE, value of, where similar quality not procurable, 163.
CHANCE of being called upon to stay, 170.
of gain, compensation for loss of, 200.
value of, 200.

[References are to sections, *d.* means damage; *n.* means note.]

CHANCE—*Continued.*
of obtaining employment, 200.
prize, 200.
that father will pay son's debts, 200.
of presenting one's self for employment, 200.
of promotion, 860.
CHANCELLORS, jury said to be, 605.
CHANCERY interposes to prevent forfeiture of penalty, 675*b*.
CHANGE in building plans, 1164.
in constitutions with regard to taking by eminent domain, 1122.
in construction, new *d.* from, 1152.
in course of river, 1120.
in current of river, 1109 *n*.
in grade of sidewalk, 1122.
of street, 1110 *n*, 1112*a*, 1112*a*, *n*., 1119, 1119 *n*, 1120, 1121 *n*, 1122 *n*, 1123 *n*, 1149 *n*, 1149*b*, 1151 *n*, 1164, 1165*b*, 1168 *n*.
in gauge of railroad, 1152.
in plan of construction, 1152.
in size of cars, 1149 *n*.
in structure, 1109.
in use of property taken, 1109.
CHANGED CONDITIONS, cost of adapting property to, 1164.
CHARACTER of plaintiff, mitigation of *d.* because of, 451, 480, 641.
as affecting *d.* for defamation, 451.
for false imprisonment, 466.
for personal injury, 488.
in mitigation of exemplary *d.*, 377.
of appliances, 1166.
of deceased, may be proved in action for death, 580*a*.
of newspaper, aggravation of *d.* in libel because of, 445.
of soil, 1166*c*.
CHARGE, contract to indemnify against, 795.
on damages must be in accordance with law, 1320.
erroneous, 1321.
CHARITABLE AID, *d.* not reduced because of receipt of, 67, 719, 860.
CHARTER, detinue for, 527.
of city, provisions of, 1112*a*.
CHARTER-PARTY, demurrage in, 391, 419, 420.
recovery for loss of, in admiralty, 589.
recoupment in action on, 1063, 1068.
CHARTER POWERS, acts outside, 1110.
CHARTERER, *d.* against, for breach of contract to furnish cargo, 858.
CHASTITY, want of, as mitigation of *d.* for seduction, 476.
for personal injury, 488 *n*.
for breach of promise of marriage, 641.
CHATTEL, *d.* recoverable by limited owner of, 76.
by possessor against stranger, 76.
in replevin, 77.
possessor against owner, 78.
against one from whom owner cannot recover full value, 79.

[References are to sections, *d.* means damage; *n.* means note.]

CHATTEL—*Continued.*
by owner out of possession, 80.
by party to conditional sale, 80*a*.
to mortgage, 81.
between parties to mortgage of, 82.
between mortgagor or mortgagee, 81, 82.
by part owner, 83.
by creditor in case of fraudulent transfer of, 83*a*.
d. for loss of use of, 195.
payment in, 279–281.
value of, 242 *et seq.*
measure of *d.* for destruction of, 432*a*.
action for injury to, 432*a*.
value of, how estimated, 433.
value of, when estimated, 434.
d. for detention of, 435.
measure of *d.* for injury to, 435.
expenses of repair or cure of, 435.
d. for depreciation in value of, 435.
d. for loss of use of, 435.
no consequential *d.* for total destruction of, 436.
consequential *d.* for injury to, 436.
expenses of avoiding consequences recoverable, 437.
even when they enhance loss, 438.
higher intermediate value on non-delivery of, 507, 517, 519, 744–749
d. for removal of, in action for trespass *q. c. f.*, 943.
recoupment in case of sale of, 1059 *et seq.*
hire of, 1063.
exchange of, 1071.
sale of. *See* SALE.
CHECK, dishonor of, 45.
d. for, need not be proved, 1310*a*.
d. for failure to pay, 105, 153*a*, 171*a*.
d. for destruction of, 107*a*, *n*.
d. for detention of, 538.
arrest for swindling as result of dishonor of, 168.
value of, 256.
interest on, from time of presentment, 302*a*.
re-exchange on, 700*a*.
right of set-off against, 1031.
CHIEF OF POLICE, recovery on bond of, 692*a*.
CHILD, breach of contract to support, 633*a*.
d. for injury to, 43*g*, *n*., 441.
d. for wrongful removal of, from train, 43*g*, *n*.
d. for delay of message announcing illness of, 894.
d. for failure to deliver message announcing sickness or death of, 894*b*.
exemplary *d.* for loss of service of, 376.
expense of search for, recoverable in action for abduction, 469.
fear of deformity of unborn, 43*g*.
four years old, capacity of, to suffer mentally, 43*k*.

[References are to sections, *d.* means damage; *n.* means note.]

CHILD—*Continued.*
malicious arrest of, 43*g*, *n.*
mental suffering may be felt by, 43*k*, 894*d*.
presumption of loss to, in action for death, 584*a*.
recovery by, for loss of earning capacity, 86*c*, *n.*
for death of parent, 577.
for losses after majority, 577.
for services rendered to parent, 673*d*.
for fright from expulsion from train, 865.
recovery by parent for loss of society of, 48.
for death of, 172*a*, 575, 576.
based on continuance of life beyond minority, 575.
for death of adult, 576.
CHILDBEARING POWER, *d.* for loss of, 41*a*.
CHILDBIRTH, recovery for, by woman seduced, 477.
CHILDREN, number of, may be shown in action for death, 580.
CHOSE IN ACTION, value of, 256.
CHRISTIAN SCIENTIST, bearing on pain of fact that one is, 1307.
capacity of, to suffer pain, 43*k*.
CHRISTMAS TRADE, *d.* for loss of, 182*a*, *n.*
CHURCH, evidence admitted that deceased was member of, in action for death, 580*a*.
benefit to, by opening streets, 1128.
value of land for, 1171*b*.
CHURCH SERVICES, *d.* for interruption of, 42.
CHURCHYARDS, taking of, 1081.
CICERO, his criticism of Roman procedure, 1313.
CIGARETTE MACHINE, *d.* for failure to exhibit, 194.
CINDERS, *d.* from, 1116, 1121, 1123 *n*, 1151, 1152*a*, 1165, 1165*a*, 1165*a*, *n.*
CIPHER MESSAGES, *d.* for default in transmitting, 154, 890, 891.
CIRCUITY OF ACTION, prevention of, 1031.
doctrine of recoupment founded on avoidance of, 1040.
CIRCUMSTANCES of breach of promise of marriage may be shown, 639*a*.
of family, shown in action for death, 580.
in action for death of adult child, 576.
of plaintiff, considered in actions for death, 574*a*.
CITY, interest on claim against, 302*a*, 337.
for destruction of property, 317.
forfeiture in contract with, whether penalty, 416*a*.
liability of, for *ultra vires* act, 1110 *n*.
improvements by, 1112.
taking water works by, under contract, 1173.
CITY ATTORNEY, recovery for services of, on injunction bond, 685*k*.
CITY CHARTER, provisions of, 1112*a*.
CITY CLERK, recovery on bond of, 693.
CITY LIMITS, building of drains outside of, 1110 *n*.
CITY LOTS, value of land for, 1165*b*, 1171*b*.
CITY ORDINANCE for condemnation, 1151 *n*.
CITY PROPERTY, net yield of, 1179.
CIVIL DAMAGE ACT, individual acts causing injury governed by, 36*a*.

[References are to sections, *d.* means damage; *n.* means note.]

CIVIL DAMAGE ACT—*Continued.*
principles on which the statutes rest, 1247.
when death ensues, 1248.
means of support, 1249.
injury to property, 1249*a*.
other damages, 1250.
sales by several persons, 1251.
acquiescence a bar, 1252.
avoidable consequences, 1253.
exemplary damages, 363, 377*a*, 387, 1254.
consequential damages, 143, 1255.
mental suffering, 359, 1256.
excessive damages under, 1366.
CIVIL LAW, *d.* in, discretionary, 25.
exemplary *d.* in, 355.
liquidated *d.* in, 393, 427.
as to confusion, 505.
as to interest on bill or note, 697.
as to sale of chattel, 783.
as to payment by note, 797 *n.*
recovery in, for improvements on ejectment from land, 903.
allowance for improvements in action for mesne profits, 915.
analogies of, as to real covenants, 954.
meaning of "compensation" in, 1031.
CLAIM, *d.* for failure to collect, 633*c*.
against guardian, 692*k*.
against agent, 819.
against attorney, 831.
contract to indemnify against, 794, 795.
d. for neglect to prosecute, 814, 831.
against telegraph company, limited by rule, 876.
what may be allowed, 1041.
limit of time for, under statute of eminent domain, 1151 *n.*
CLAY, profits from selling, 184.
d. for removal from land, 935 *n.*
by tenant, 936.
d. for breach of contract to remove, 614 *n.*
value of deposits of, 1166*e*.
CLERGYMAN, injury to, 180.
injury to reputation of, 153*a*, *n.*
CLERK, city, recovery on bond of, 693.
county, *d.* against for negligence, 560, 561.
d. in action against, 559, 559*a*.
recovery on bond of, 692*h*.
town, *d.* in action against, 562.
CLOAK-ROOM in theatre, contract for furnishing, 1097.
CLOSING of alley, *d.* for, 1149 *n.*
of highway, 1090, 1123.
CLOTH, breach of contract to dye, 620 *n.*
d. to while sponging, 633*b*, *n.*

[References are to sections, *d.* means damage; *n.* means note.]

CLOTH—*Continued.*
d. for breach of warranty of, 766 *n.*
d. for delay in transportation of, 854.
CLOTHES, value of, 251.
CLOTHING, value of, 251, 722, 873.
value of second-hand, 251.
use of, 107*a*, *n.*
d. for breach of contract to press, 614 *n.*
CLOUD on title, caused by injunction suit, 685*h*.
CLOVER seed, value of, 768.
COACH, agreement not to run, liquidated *d.* for breach of, 418.
COAL, *d.* for breach of warranty of quality of, 156, 162.
d. for wrongfully mining, 501, 502, 503, 935.
d. for breach of contract to mine, 614 *n.*
to carry, 618 *n.*
d. for failure to transport, 633*d*, 843.
d. for non-delivery of, 734.
d. for failure to furnish cars for transportation of, 843*a*.
d. for delay in transportation of, 856.
d. for removal from land, 935.
failure of title to, 976.
nearness of pipe-line to underlying, 1166*c*.
COAL-BEARING LAND, support of surface by, 1166*c*.
COAL BEDS, nature of, 184.
COAL DEALER, evidence of profits of, 181 *n.*
COAL DUST sold for brick, 164*a*.
COAL LAND, breach of covenants in lease of, 999*k*.
COAL STRATA, support for pipe-line from, 1166*c*.
COAL-YARD, *d.* to, 1164.
COATS, contract to manufacture, 208 *n.*
CODE NAPOLEON, 1312.
damages under the system in France previous to, 25.
CODES, *d.* under modern European, 28*a*.
COFFIN, *d.* for failure to furnish, 45.
COIN. *See* PAYMENT, MEDIUM OF.
whether merchandise, 272 *n.*
specific agreements to pay in, 270.
judgment payable in, 272.
d. against carrier, for loss of, 272.
tort for loss of gold, 272.
d. for conversion of, 492.
foreign, value of, in this country, 273, 274.
COLD, exposure of passenger to, 143 *n.*
loss of apples by, 164.
injury from, in riding to destination after wrongful conduct of carrier 226*j*.
compensation for suffering caused by, 457.
contracted by passenger, by reason of delay in transportation, 863.
of wrongful expulsion, 867.
COLLAR-BONE, excessive damages for fracture of, 1350.

[References are to sections, *d.* means damage; *n.* means note.]

COLLATERAL profits, 194.
undertakings, profits of excluded, 130.
agreement on sale of goods, damages for breach of, 749*a*.
agreement to save harmless, 791.
security, *d.* against bank for loss of, 819.
COLLECTION, *d.* against agent for, 819.
of claim, *d.* for failure to make, 633*c*.
of judgment, *d.* for injunction against, 685*g*.
of money, to what official term referred, 692*d*.
of note, guaranty of, 803.
COLLECTOR OF CUSTOMS, liability of, to exemplary *d.*, 381.
d. against, 563.
COLLECTOR OF TAXES, *d.* in action against, 562.
COLLIERY, contract for sale of output of, 107*b*.
COLLISION, *d.* for injury by, 175, 196, 214.
loss of profits by, 175.
avoidable consequences of, 214.
expenses of salvage and repair, 226*d*.
interest allowed in case of, 317, 597*a*.
measure of *d.* for, 587 *et seq.*
division of loss by, 587.
in case of mutual fault, 587.
in case of inscrutable fault, 587.
in case of inevitable accident, 587.
liability of offending vessels to third parties, 588.
consequential *d.* for, 589.
conjectural loss by, 589, 593.
whether recoverable in excess of value, 590.
reduction of *d.* by, 591.
insurance paid does not reduce *d.* for, 591.
"one-third new for old" does not apply in case of, 592.
partial loss by, 592.
loss of earnings by, 593.
total loss by, 594.
value of vessel lost by, 595.
loss of cargo by, 596.
costs in case of, 597.
stipulations in case of, 598.
recovery on insurance policy for injury by, 718.
COLONIES, substitutes for money in, 266.
COLORADO, no exemplary *d.* in, at common law, 358.
constitutional provisions for taking by eminent domain in, 1123.
as to benefit in, 1136.
COLORED WOMAN, *d.* by, for being wrongfully placed in car, 47 *n.*
COLORING MATTER, *d.* for breach of warranty of, 766.
COLUMBIA, District of, provisions as to benefits in, 1148.
COMBINATION to raise or depress price, agreement to form, 632.
COMFORT, recovery for interference with, 929.
of home, recovery for deprivation of, by nuisance, 948.

[References are to sections, *d.* means damage; *n.* means note.]

COMFORT—*Continued.*
of husband, recovery for loss of, in action for breach of promise of marriage, 638*a*.
of wife, recovery by husband for loss of, 148.
COMMENCEMENT OF SUIT, whether damages allowed after, 84, 85. *See* PROSPECTIVE DAMAGES.
COMMERCIAL MESSAGE, *d.* for default in transmitting, 882 *et seq.*, 891.
COMMISSION on business, 193*a*.
on orders sent in, 193*a*, *n*.
on probable future sales, 633.
on goods manufactured, compensation by, 669.
to be added to value of cargo, 712.
due to broker for services, 834*a*.
compensation for loss of, by wrongful discharge, 834*c*.
d. for discharge of agent compensated by, 834*c*.
of insurance agent, on renewals, 834*e*.
from both parties, agent not entitled to, 834*f*.
of broker, not recoverable for breach of contract to convey land, 1017.
COMMISSION AGENT, recovery by, on policy of insurance, 725.
COMMISSIONER to construct drain, recovery on bond of, 692.
COMMODITIES, contract payable in, 279, 290.
COMMON, action for surcharge of, 100.
maintenance of action by tenant in, 75.
COMMON CARRIER. *See* CARRIER.
telegraph company is not, 875.
COMMON COUNT, recovery on. *See* QUANTUM MERUIT.
action on, 106.
COMMON INJURY, 1165*a*.
COMMON LAW differs from equity as to *d.*, 4.
gives no remedy in case of public wrongs, 34.
for which no private remedy, 35.
unless there is particular private damage, 35.
relieves only from actual injury, 96*a*.
exemplary *d.* in, 355.
no apportionment of loss between wrong doers in, 586.
principles of, in actions for breach of contract, 604.
recovery for mesne profits in, 906.
change of, by constitution as to *d.* for taking by eminent domain, 1122.
d. not actionable at, whether recoverable in eminent domain, 1124.
allowance of benefits at, not matter of difficulty, 1125.
COMMUNICATION OF DISEASE, *d.* for, 125, 769, 927.
COMPANIONSHIP, recovery for loss of, by husband on death of wife, 578.
COMPANY, flooding of land by canal, 1108 *n*.
acquisition of property held by water, 1171*d*.
COMPASS, recovery in admiralty of expense of readjusting, 589.
COMPENSATION, for consequential *d.* *See* CONSEQUENTIAL DAMAGES.
prospective profits. *See* CONSEQUENTIAL DAMAGES.
recovery beyond. *See* EXEMPLARY DAMAGES.
in reference to profits. *See* PROFITS.

[References are to sections, *d.* means damage; *n.* means note.]

COMPENSATION—*Continued.*
under eminent domain statutes. *See* EMINENT DOMAIN.
judgment given to make, 2.
in equity, 3.
Anglo-Saxon was pecuniary, 10.
amount of, defined in Anglo-Saxon law, 11.
remedy for invasion of right of, 29.
the method of redress at law, 29, 30.
is the rule in tort, 30.
principle of, adhered to even in tort where no aggravation, 30.
in actions on contract, 30.
consideration immaterial, 30.
departed from in actions for breach of promise of marriage, 30 *n.*
in admiralty, 30 *n.*
in allowance of exemplary *d.*, 30 *n.*, 347.
amount of, is a question of law, 31.
analysis of, 37.
the elements of injury, 37.
perfect compensation impossible, 38.
aim of law, 38.
legal acceptation of, 38.
inaccurate to speak of damages as resulting in, 38.
how far term incorrectly applied, 38.
limitations of, 38.
legal, inadequate, 38.
juridical interpretation of, a very restricted one, 38.
the injuries for which compensation is given, 39.
for injuries to property, 40.
for physical pain, 41.
for impairment of physical power, 41*a*.
for inconvenience, 42.
for mental suffering—Early misconception of rule, 43.
ambiguity of the term "Mental Suffering," 43*a*.
physical impact theory, 43*b*.
public policy theory, 43*c*.
the course of decision, 43*d*.
conclusion to which the course of decision points, 43*e*.
mental suffering alone not usually a cause of action, 43*f*.
no recovery for sympathetic mental suffering, 43*g*.
mental suffering resulting in physical harm, 43*h*.
mental suffering consequent upon an independent actionable wrong, 43*i*.
mental suffering for intentional wrong, 43*j*.
what persons can suffer mentally, 43*k*.
damages for mental suffering in actions for personal injury, 44.
for tortious injury to property, 44*a*.
in actions of contract, 45.
in actions against public service corporations, 45*a*.
difficulty of estimating in money no objection, 46.
mental injury must be real, 46*a*.

[References are to sections, *d.* means damage; *n.* means note.]

COMPENSATION—*Continued.*
kinds of mental injury compensated, 47.
for injuries to family relations, 48.
to personal liberty, 49.
to reputation and standing in society, 50.
aggravation and mitigation, 51.
matter of evidence, not of law, 52.
in tort, 44–47. *See* MENTAL SUFFERING.
in breach of promise of marriage, 45, 47.
in libel and slander, 47.
reduction of damages, 53 *et seq.* *See* DAMAGES.
for expenditure in recovering property, 58.
recoverable by one owner, 68.
for loss of time, 180.
rule of, must not be departed from in liquidating *d.*, 406.
a question of law, 606.
amount of, for services performed, 664.
to be made only for actual loss in actions on bonds, 675*d*.
due to agent for services, 834*a*.
of carrier, 841.
for risk of injury, 866.
meaning of, in civil law, 1031.
for good will, 1081, 1087.
special rules as to, in England, 1100.
for taking or damaging property, 1106.
in absence of constitutional provisions, 1107.
covers what *d.*, 1108, 1109, 1110.
for detriment to landowner, 1150.
for use of track, 1150.
meaning of statute allowing "just compensation," 1150.
entry without making, 1151.
in something else than money, 1172.
based on enhanced value, 1174.
for improvements, 1176.
for private road, 1178.
for value to owner, 1081.
based on good will, 1083.
COMPETE, contract not to, 182.
COMPETITION, loss of opportunity for, 200.
profits from, 200.
agreement not to sell goods in, 632.
COMPLETION of railroad, injury after, 1151 *n.*
COMPOSITION OF OFFENCES, 36.
allowed only where there is a concurrent civil remedy, 36.
COMPOUND INTEREST, now allowed on legacy, 301*c*.
recoverable for fraud of fiduciary, 311*a*.
against trustee, 311*c*.
guardian, 311*d*.
not originally allowed, 343.
allowed by agreement, 343.

[References are to sections, *d.* means damage; *n.* means note.]

COMPOUND INTEREST—*Continued.*
by mercantile custom, 344.
for fraud, 344.
never allowed by way of damages, 345.
on arrears of stipulated interest, 345.
of annuity, 345.
on overdue coupons, 346.
COMPROMISE of public offences illegal, 36.
of private tort, 36.
verdict reached by, may be set aside as inadequate, 1368.
COMPULSORY and permissive powers, distinction between, 1089, 1111.
COMPULSORY EVICTION, *d.* from, 1080.
diminution in value because of, 1083.
COMPURGATORS, trial by, 16.
CONCLUSIONS, general on eminent domain in the United States, 1124.
CONCURRENT INSURANCE, 720, 725.
CONDEMNATION, city ordinance for, 1151 *n.*
d. for use before, 1109.
improvements on land after order for, 1151.
time of order for, 1151.
value for purpose of, 1171*e*.
of island for boom, 1171*e*.
of land for boat railway, 1171*b*.
for levee purposes, 1123 *n.*, 1149 *n.*
for reservoir purposes, 1171*e*.
used for a ferry, 1173.
of turnpike, 1173.
CONDEMNATION PROCEEDINGS, basis of right in, 1149*b*.
past trespasses considered in, 1150.
conversion of action of trespass into, in Minnesota, 1151.
proof in, 1163.
judgment confessed in, 1109 *n.*
building of road without, 1165*c*.
CONDITION of bond, 675*a*, 679*a*.
of purchase or sale, *d.* for error in transmitting, 886.
of franchise, 1112*a*.
cost of adapting property to changed, 1164.
of property as left, 1165*b*.
CONDITIONAL SALE, effect on amount of recovery, 497*g*.
CONDITIONAL VENDOR, recovery by, on fire policy, 725.
CONDUCT intentionally insulting *d.* for, 43*j*.
CONDUCTOR, recovery for act of, in putting passenger off at wrong place, 43*j*.
liquidated *d.* against, for taking fare from passenger, 416.
consequences of negligence of, 865.
good faith of, prevents exemplary *d.* for expulsion from train, 865.
CONDUIT, profits of contract to construct, 614 *n.*
CONFEDERATE STATES MONEY, contract payable in, 278.
standard of value, 278.
at inception of contract, 278.

[References are to sections, *d.* means damage; *n.* means note.]

CONFEDERATE STATES MONEY—*Continued.*
at maturity of contract, 278.
value of consideration, 278.
CONFLAGRATION, *d.* for destruction of property to stay, 723*a*, 928.
CONFLICT OF LAWS, ch. lix.
general principles, 1373.
actions against telegraph companies, 1374.
actions on a bill or note, 1375.
as to protest for non-acceptance or non-payment, 1375.
as to re-exchange, 1375.
damages for death, 1376.
rate of interest, 1377.
interest on judgments, 1378.
presumption as to legal rate of interest, 1379.
exemplary damages, 1380.
liquidated damages, 1381.
medium of payment, 1382.
matters of procedure, 1383.
CONFORMATION of land, effect of, on cost of bridge, 1171*e*.
CONFUSION, *d.* for, 505.
CONJECTURAL probability of future loss, 172.
risk and danger, 1165*c*.
d. in patent suits must not be, 1227.
CONJECTURAL DAMAGES. *See* CERTAINTY OF PROOF.
cannot be recovered in admiralty, 589, 593.
on statutory bond, 680.
CONJECTURAL PROFITS, cannot be recovered, 742*a*.
CONJECTURE, *d.* not reduced by, 1161.
CONNECTICUT, amount of exemplary damages recovered in, 234.
rule of *d.* for escape in, 554.
rule in, for *d.* on breach of warranty, 962.
constitutional provisions as to allowance of benefits in, 1147.
CONNECTING CARRIERS, liability of, for loss of goods, 846.
CONNECTING LINES, liability of carrier in case of, 846.
CONNECTION with new sewer, expense of making, 1166*d*.
CONNECTIONS, delays, inconveniences, and jolts at, 1150.
additional value due to, 1173.
CONSENT, rescission of contract by, 655*e*.
rescission of service by, 673.
to building of railroad, 1109.
occupation of land with, 1151 *n*.
laying tracks without owner's consent, 1175.
entry by, 1177.
by acquiescence, 1177.
CONSEQUENCES OF ILLEGAL ACT, when damages given for. *See* CONSEQUENTIAL DAMAGES.
future, 172.
contingent, speculative, or merely possible, 172.
which might have been prevented, 1104, 1172*a*. *See* AVOIDABLE CONSEQUENCES.

[References are to sections, *d.* means damage; *n.* means note.]

CONSEQUENCES OF ILLEGAL ACT—*Continued.*
of exposure to weather, whether recoverable, 867 *et seq.*
CONSEQUENTIAL DAMAGES, 110 *et seq.*
I.—Proximate and Remote Damages
term includes remote damages, 110.
not synonymous with remote damages, 110.
not all results of a wrongful act are compensated, 110.
direct and indirect results of a wrong, 111.
avoidable consequences distinguished, 111.
direct *d.* distinguished from consequential, 111.
fundamental distinctions, 111*a*.
proximate and remote cause, 111*b*.
tests proposed for the determination of proximate cause, 111*c*.
time and distance, 111*d*.
probability and rarity; possibility and impossibility, 111*e*.
causal sequence, 111*f*.
causa sine qua non, 112.
the "but for which" rule, 112.
remote consequences not compensated, 113.
consequences of an act complex in nature, 114.
Scott *v.* Shepherd, 115.
what consequences are remote, 115*a*.
question of remoteness a question of fact, 116.
instances of proximate and remote consequences, 117.
cause and condition, 118.
exposure to risk: negligence concurring with cause for which defendant is not responsible, 119.
cases against carriers 119*a*.
comparative exposure to risk, 119*a*.
anticipation of loss, 119*a*.
causes of divergence in the cases, 119*b*.
analogy in cases of deviation, 119*c*.
leading cases in Massachusetts, New York and Pennsylvania, 119*d*.
confusion of authorities, 119*e*.
lack of privity or duty as affecting cause of action, 120.
damage supervening from a collateral cause, 120*a*.
proximate and remote results of statutory injuries, 120*b*.
Louisiana law, 121.
consequences of intermeddling with property, 121*a*.
II.—What Consequences Are Proximate
direct consequence always proximate, 121*b*.
aggravation of pre-existing disease, 121*b*.
classification of cases involving remoteness, 121*c*.
interposition of a natural force, 121*d*.
loss by exposure to the weather, 122.
injury by supervening disease of accident, 123.
interposition of the act of an animal, 124.
infectious disease, 125.
defects in fences and gates, 125*a*.
straying cattle, 125*a*.

[References are to sections, *d.* means damage; *n.* means note.]

CONSEQUENTIAL DAMAGES—*Continued.*
intervention of human agency, 126.
interposition of plaintiff, 126*a*.
damage resulting to feelings of the injured party, 126*b*.
loss through a forced sale of property, 126*c*.
interposition of act of a third person, 126*d*.
concurring negligence of third person, 126*e*.
loss of credit, 127.
loss of business, 127*a*.
loss caused by a crowd attracted, 128.
loss of employment, 129.
loss of a dependent contract, 130.
judicial or other official action, 131.
deprivation of means to an end, 132.
deprivation of property, 133.
deprivation of business premises, 134.
deprivation of machinery, 134*a*.
deprivation of means of protection to person or property, 135.
detention of property, 136.
loss of service, 137.
recoverable by way of aggravation, 929.
III.—Natural Consequences
meaning of the term, 138.
unnatural or unexpected consequences how far actionable, 139.
damages for unexpected consequences of a legal injury, 140.
difference between tort and breach of contract, 141.
general conclusion as to natural consequences, 142.
natural consequences in actions of tort, 143.
the rule in Hadley *v.* Baxendale, 144.
Griffin *v.* Colver, 145.
meaning of the rule in Hadley *v.* Baxendale, 146.
Cory *v.* Thames I. W. & S. B. Co., 147.
general results of Hadley *v.* Baxendale, 147*a*.
natural consequences of breach of contract, 148.
unnatural consequences of breach of contract, 149.
action against carrier of passengers, 150.
loss caused by unexpected natural causes supervening on the defendant's act, 151.
carrier's delay in transportation of, or loss of machinery or supplies, 152.
breach of contract to supply machinery or materials for trade or manufacture, 153.
breach of contract to supply money, 153*a*.
telegraph and messenger companies, 154.
agreement to repair, 155.
loss of a sub-contract, 156.
IV.—Notice
general rule, 157. *See* Notice.
notice of consequences of a breach of contract, 158.
notice must form the basis of a contract, 159.
but need not be part of the contract, 160.

[References are to sections, *d.* means damage; *n.* means note.]

CONSEQUENTIAL DAMAGES—*Continued.*
notice of a sub-contract, 161.
notice of a contemplated re-sale, 162.
notice of a sub-contract, but not of the price, 163.
notice of a special use for goods, 164.
breach of warranty of fitness for purpose, 164*a*.
notice of use of machinery, 165.
notice of a special use for material, 166.
notice of special use for premises, 167.
notice of special use for funds, 168.
notice of special use for information, 169.
notice of special need for promptness, 169*a*.
V.—Instances in Actions Sounding in Tort
negligent blast, 117.
defect in highway or bridge 117.
abduction of slaves, 117.
pulling down fences, 117.
expulsion from labor union, 117.
false imprisonment, 117, 464.
malicious prosecution, 117.
under civil damage act, 117, 1255.
injury to animals, 125.
by or to straying animals, 125*a*.
by mob, 128.
expulsion from sea-wall, 135.
wrongful arrest of servant, 137.
injury to personal property, 436.
fraud, 441.
defamation, 444.
loss of service, 450.
enticing servant, 460.
conversion, 506.
loss of use of converted property, 506.
in actions of replevin, 540.
in action against officer, 565*c*.
in case of loss in admiralty, 589.
negligence of clerk of court, 692*h*.
trespass to lands, 927.
injury to land, 927
flooding land, 942.
nuisance, 946, 948, 949.
VI.—Instances in Actions Sounding in Contract
general rule in actions of contract, 144 *et seq.* *See* Hadley *v.* Baxendale.
false representations in sale of oil-well, 117.
sale of defective boiler, 117.
failure to guard convicts, 117.
expulsion from railroad train, 117, 865.
injury to vehicle, 117.
failure to honor draft, 126*c*.
breach of contract to forbear, 126*c*, 626.

[References are to sections, *d.* means damage; *n.* means note.]

CONSEQUENTIAL DAMAGES—*Continued.*
breach of warranty of cable, 135.
refusal to admit to dock, 135.
breach of contract to loan money, 622.
repudiation of contract, 636*f*.
breach of promise of marriage, 638*c*.
defective construction of building, 644.
delay in construction of building, 645.
breach of contract to repair building, 646*b*.
breach of contract of service, 675.
on attachment bond, 682.
on bond for injunction against taking profit from land, 685*b*.
on injunction bond, 685*h*.
on replevin bond, 689*a*.
loss on policy of marine insurance, 718.
of fire insurance, 724.
non-delivery of goods, 742.
non-acceptance of goods sold, 757.
breach of warranty of chattel, 765 *et seq*.
on contract of indemnity, 806.
payment of debt by surety, 806.
sale by agent without authority, 838.
failure to transport goods, 843.
loss of goods by carrier, 850.
delay in delivery by carrier, 856.
failure to transmit telegram, 879, 881.
failure to transmit cipher message, 890.
wrongful removal of telephone, 897*a*.
breach of real covenant, 980*a*.
of covenant against incumbrances, 980*a*.
failure to give possession of leased premises, 984, 984*a*.
eviction from leased premises, 988*a*.
fraud in procuring tenant, 990*c*.
breach of covenant by landlord to repair, 992.
to furnish power, 995.
abandonment of lease by tenant, 999*f*.
breach of covenant not to assign leased premises, 999*k*.
failure to convey land, 1022.
fraud in sale of land, 1027*a*.
VII.—Proceedings in Eminent Domain
misuse of term under eminent domain statutes, 1113.
distinction between meanings of term, 1113 *n*.
confounded with *damnum absque injuria*, 1113.
exclusion of, 1122, 1170, 1182.
in opening streets, 1120.
in grading streets, 1120.
in Kentucky, 1123.
Louisiana, 1123.
Mississippi, 1123.
New York, 1131.

[References are to sections, *d.* means damage; *n.* means note.]

CONSEQUENTIAL DAMAGES—*Continued.*
Pennsylvania, 1118 *n.*, 1120.
CONSEQUENTIAL INJURY, *d.* include, 1101.
CONSIDERATION, not measure of *d.* for breach of contract, 30.
amount of, not recoverable, 606*a*, 609, 610.
not to be inquired into, 606*b*.
when inadequate, 606*b*.
amount of recovery, whether affected by inadequacy of, 606*b*.
failure of, 652.
of bill or note, when inadequate, 695.
recoverable in Massachusetts in action on note, 695.
of endorsement of bill or note, failure of, 704.
limit of recovery on rescission of contract of sale, 733*a*.
how proved in action on real covenant, 964.
for breach of warranty, 964.
doctrine of recoupment whether founded on failure of, 1040.
failed, may be recovered in action on note, 1050.
CONSIGNEE, recovery by, 76.
on policy of insurance, 725.
d. against, for delay in unlading vessel, 857.
CONSIGNOR, recovery by, 76.
CONSORTIUM, loss of, 48.
d. for loss of, 439*j*.
CONSPIRACY to injure established business, 182 *n.*
in restraint of trade, *d.* for, 370*b*.
CONSTABLE, interest on money collected by, 303.
bond of, 692*i*.
CONSTITUTION, provisions of, for taking by eminent domain in Alabama, 1122.
Arkansas, 1123.
California, 1122, 1123.
Colorado, 1123.
Georgia, 1122, 1123.
Illinois, 1121, 1122.
Iowa, 1148.
Kansas, 1148.
Kentucky, 1123.
Louisiana, 1123.
Maryland, 1148.
Mississippi, 1123.
Missouri, 1122, 1123.
Montana, 1123.
Nebraska, 1122, 1123.
New York, 1113.
Ohio, 1148.
Pennsylvania, 1120.
Rhode Island, 1145.
South Carolina, 1148.
Texas, 1122, 1123.
Virginia, 1123.

[References are to sections, *d.* means damage; *n.* means note.]

CONSTITUTIONAL PROVISIONS on eminent domain, construction of, 1106.
compensation in absence of, 1107.
CONSTITUTIONALITY of legal tender notes, 269.
CONSTITUTIONS, change of common-law rule on eminent domain by, 1122.
provisions of, as to benefits, 1131.
older, provisions of, 1106.
d. under, 1113.
new, *d.* under, 1118.
CONSTRUCT, profits of contract to, 614 *n.*
d. for breach of contract to, 633*d*. *See* CONSTRUCTION, CONTRACT OF.
CONSTRUCTING culvert under road, *d.* for, 1109 *n.*
CONSTRUCTION, *d.* for increase in cost of, by injunction, 685*f*.
vibration during, 1098.
negligence in, 1100.
new damage from change in, 1152.
necessary additions to, 1152.
change in plan of, 1152.
seepage after, 1164.
evidence of value of, 1302.
of canal, 1164.
taking of materials for, 1107.
of causeway, 1123 *n.*
of ditch, 1164.
of elevated railroad, 1121 *n.*
of highway, 1108 *n.*
of railroad, 1110 *n.*, 1117 *n.*, 1121, 1165*a*.
of reservoir, 1164.
of sewer, 1110 *n.*, 1119.
of street railway, 1123 *n.*
of subway, 1151 *n.*
CONSTRUCTION, CONTRACT OF, 607, 614, 616, 617, 630, 631, 633*d*, 633*j*, ch. xxviii.
avoidable consequences of breach of, 204.
damages recoverable by builder, 642.
damages for failure to build, 643.
defective construction, 644.
delay in construction, 645.
on contract to supply machinery or power for buildings, 646.
on contract to furnish materials for building, 646*a*.
on contract to repair, 646*b*.
building and repairing roads, 647.
building or repairing a bridge, 647*a*.
constructing a railroad, 647*b*.
other contracts of construction, 647*c*.
actions by or against architects, 648.
breach of contract by subcontractor, 748*a*.
extra work on, 655.
prevention of performance of, by Act of God, 655*c*.

[References are to sections, *d.* means damage; *n.* means note.]

CONSTRUCTION, CONTRACT OF—*Continued.*
impossibility of performance of, 655*c*.
acceptance of imperfect performance of, 656.
substantial performance of, 656.
recovery of compensation for partial performance of, 658–662.
recoupment on, 1067.
CONSTRUCTION OF LANGUAGE of English Land Clauses Consolidation Act, 1118.
of constitutional provisions on eminent domain, 1106.
CONSTRUCTIVE EVICTION, 956.
CONSTRUCTIVE POSSESSION, 931 *n*.
CONSTRUCTIVE TOTAL LOSS, 709, 711.
CONTAGION, exposure of property to, as affecting value, 265.
CONTAGIOUS DISEASE, communication of, by animals, 125.
CONTEMPLATED consequences, of failure to transmit telegram, 879.
CONTEMPLATION of loss by failure to transmit cipher message, 890.
CONTEMPLATION OF PARTIES, general rule on subject of. *See* HADLEY *v.* BAXENDALE.
defendant liable for direct injury not within, 121*b*.
as to contracts, 144 *et seq.*
does not limit field of recovery, 429 *n*.
d. within, 146 *n*.
what *d.* are within, in case of telegram, 879, 892 *n*.
as to resale of land, 1005. *See* NATURAL CONSEQUENCES.
CONTEMPT, no recovery of counsel fees in defence of attachment for, in action on bond, 685*l*.
CONTINGENCY, compensation for services dependent upon, 670.
on which profit depends, 200.
CONTINGENT consequences, 172. *See* CERTAINTY.
CONTINUANCE of performance of contract after repudiation, 636*c*.
of nuisance, after title passed, liability for, 959.
CONTINUING agreements, what are, 89, 636*g*, 642.
prospective *d.* for, 87.
tort, 91, 924.
trespass to lands, 92, 924. *See* ENTIRE DAMAGES.
CONTRACT,
I.—GENERAL PRINCIPLES
object of suit on, to obtain judgment awarding money, 4.
mental suffering from breach of, not recoverable, 45.
recovery of profits of, 192.
in restraint of trade, 193*b*.
general application of rule of, 205.
no redress for expenses of action upon, beyond taxable costs, 232.
recovery of reasonable expenses of former suit upon breach of, 240.
interest on value of property injured by breach of, 312.
interest for interfering with performance of, 312 *n*.
payable in installments, 412.
d. for maliciously procuring breach of, 470*a*.
breach of collateral, 749*a*.

[References are to sections, *d.* means damage; *n.* means note.]

CONTRACT—*Continued.*
taking water works by city under, 1173.
special damage for breach of, must be alleged, 1266.
entire and separate, 85, 85*a*, 636*g*.
continuing, 89, 636*g*.
prospective *d.* for breach of, 87, 89.
successive performances of, 84*a*.
new action for new breach of, 88.
divisible, partial breach of, 85.
single, 85.
where breach destroys, 90.
natural consequence of breach of, 148.
notice of consequences of breach, 158.
must form basis of contract, 159.
need not be part of contract, 160.
of proposed sub-contract, 157.
rule of avoidable consequences, application of, does not apply to primary obligation, 218.
party not called on to violate, in avoiding consequences, 225.
duty to seek employment does not arise on every, 208.
replacement after breach of, not a duty, 228*b*.
offer of performance after breach of, 53.
suit against carrier may be framed to sound in, 840.
action may be brought for breach of, in protecting passenger, 859.
action on, by sender of telegram, 877.
patent a species of, 1213.
performance of, prevented by defendant, 636*d*.
deviation from, 655.
effect of cancellation in accordance with terms, 655*d*.
performance of, prevented by act of God, 655*c*.
by law, 655*c*.
by death, 655*c*.
acceptance of work not according to, 656, 659.
substantial performance of, 657.
recovery on, where plaintiff is in default, 658 *et seq.*
terminated by mutual consent, 664 *n.*
recoupment in actions upon, 1070.
for hire of chattels, 1063.
for lack of skill in, 1036, 1067.
II.—Actions of
various forms of, 600.
actions upon, 600.
distinction between tort and contract, 601.
distinction not destroyed by new system of pleading, 602.
breach of through duress, fraud, or oppression, 602.
motive not considered: exemplary damages, 603.
common-law principles in cases of contract, 604.
actual loss necessary for recovery on, 604.
furnishes measure of *d.* for its breach, 604
vague discretion of jury formerly, 605.

[References are to sections, *d.* means damage; *n.* means note.]

CONTRACT—*Continued.*
compensation now a question of law, 606.
amount of the consideration not recoverable, 606*a*.
consideration of, not to be inquired into, 606*b*.
inadequacy of consideration, 606*b*.
unconscionable agreements, 606*c*.
benefit of, what is, 609.
III.—Waiver of Performance and Repudiation
express waiver by acceptance of partial performance, 636.
repudiation of, 636*a*.
performable in installments, 636*b*.
continuance of performance after repudiation, 636*c*.
anticipatory breach: damages upon breach before time for performance, 636*d*.
damages affected by fluctuations in the market, 636*e*.
avoidance of loss by making forward contracts, 636*f*.
IV.—Prospective Damages
entire and divisible contracts, 636*g*.
contract to repair, 636*h*.
to support, 636*i*.
fluctuations in value during contract: Masterton *v.* The Mayor, 636*j*.
Goodrich *v.* Hubbard, 636*k*.
probable future expense of performing, 636*l*.
general conclusions, 636*m*.
mutual covenants, 636*n*.
V.—Measure of Damages in Actions upon
measure of *d.* in general, 30, 30 *n.*, 144.
under codes, 28*a*.
consideration does not furnish, 30.
nominal *d.* without actual loss for breach of, 98, 105, 106, 107*a*, 610.
exemplary *d.* not recoverable, 370, 603.
preparations to perform, 607.
expense of removal, 607*a*.
stock of goods purchased on faith of lease or conveyance, 607*b*.
reduction of damages—Rule of avoidable consequences, 608.
general principles of recovery, 609.
executed contracts, 611.
entire contract price recoverable in some cases, 612.
readiness to perform or tender of performance, 612*a*.
settlement of amount due on contract prevented by defendant, 612*b*.
recovery of the profits of, 613.
contracts in which a contract price is fixed: plaintiff to perform an act, 614.
cost of partial performance, 615.
cost of partial performance where no profits proved: doctrine of United States *v.* Behan, 616.
contracts in which a contract price is fixed: plaintiff to deliver property, 617.

[References are to sections, *d.* means damage; *n.* means note.]

CONTRACT—*Continued.*
contracts in which a contract price is fixed: defendant to perform an act or deliver property, 618.
cost of substituted performance useless to plaintiff, 619.
performance deficient in quantity or quality, 620.
contracts in which no contract price is fixed, 621.
VI.—Rules of Damages in Particular Cases
agreements to loan money, 622.
for settlement or security of a debt, 622*a*.
to pay money, 622*b*.
to make a contract, 622*c*.
to insure, or to assign a policy of insurance, 623.
to work a farm on shares, 624.
to share the profits of a business, 625.
for forbearance, 626.
actions against stockholders, 627.
to buy, sell or transfer stock, 627*a*.
by assignees of bankrupts, 628.
agreements for arbitration and award, 629.
to construct stations, etc., 630.
to build fences, walls, etc., 631.
negative agreements, 631*a*.
not to engage in business, 632.
for exclusive agency, 633.
to support, 633*a*.
of bailment, 633*b*.
to collect a claim, 633*c*.
to expend labor on property, 633*d*.
to furnish water for irrigation, 633*e*.
to take or furnish advertising, 633*f*.
assignments of judgment, 634.
alternative contracts, 281, 421 *et seq.*, 635.
forward, see forward contracts of construction. *See* Contract of Construction.
to convey land. *See* Land.
of indemnity. *See* Indemnity.
implied. *See* Implied Contract.
of insurance. *See* Insurance.
of service, 208, 607, 1064 *et seq.* *See* Service, Contract of.
to marry. *See* Breach of Promise of Marriage.
for sale of goods. *See* Sale.
VII.—Rule of Damages for Breach of Particular Contracts.
a. To supply, provide or furnish:
materials and labor, 30.
stateroom, 45*a*.
money, 153*a*, 607 *n*.
iron work for building, 166.
freight, 211, 858.
cargo, 608, 612.
goods, 212*b*.

[References are to sections, *d.* means damage; *n.* means note.]

CONTRACT—*Continued.*
fuel, 607 *n.*
power, 608, 646, 995.
heat, 995.
pasture, 608.
advertisements, 608.
board and lodging, 614 *n.*
ice, 614 *n.*
stone, 617.
crop, 617.
advertising space, 618 *n.*
machine, 618 *n.*
monument, 618 *n.*
water, 618 *n.*, 620 *n.*
for irrigation, 633*d*.
for making ice, 999.
stock in corporation, 619.
mill, 620 *n.*
boiler, 620 *n.*
security, 622*a*.
machinery, 646.
materials for building, 646*a*.
for fencing, 999.
cars, 999.
b. To construct or build:
in general, 633*d*.
building, 607, 614, 616, 617, 618 *n.*, 620 *n.*, 625, 633*d*, 645, 657.
house, 615 *n.*, 618 *n.*, 621.
station, 194, 620 *n.*, 630.
railroad, 607, 614 *n.*, 615 *n.*, 620 *n.*, 647*b*.
to mill, 607 *n.*
to certain place, 630.
street, 416.
sidewalk, 615 *n.*, 620 *n.*
road, 614 *n.*, 618 *n.*
bridge, 614 *n.*, 615 *n.*, 647*a*.
vessel, 614 *n.*
tunnel or conduit, 614 *n.*
monument, 614 *n.*
vat, 614 *n.*
waterworks, 608, 615 *n.*, 618 *n.*
dam, 620 *n.*
fences, walls, etc., 631.
wall, 647*c*, *n.*
pier, 647*c*, *n.*
cement walk, 647*c*, *n.*
canal, 655.
c. To repair:
in general, 155, 209, 210, 240, 614 *n.*, 633*d*, 636*h*.
street, 620 *n.*

[References are to sections, *d.* means damage; *n.* means note.]

CONTRACT—*Continued.*
house, 633*d.*
gate or switch, 636*h.*
bridge, 636*l.*
building, 646*b.*
drain, 647*c*, *n.*
d. To do work on or about land:
in general, 614 *n.*
secure right of way, 240, 1017.
drill well, 200.
for oil or gas, 614 *n*, 618 *n.*
dig well, 618 *n.*, 647*c*, *n.*
bore oil-well or pay money, 424.
sink oil-well, 607, 619.
drive well, 616 *n.*
mine, 607 *n.*, 614 *n.*
harvest grain, 607 *n.*
move hotel, 608.
buildings, 615 *n.*
clear a field, 608.
land, 614 *n.*, 618 *n.*
drive piles, 608.
quarry, 612.
grade lawn, 614 *n.*
land, 618 *n.*, 619.
street, 618 *n.*
plant trees, 614 *n.*
cultivate trees, 620 *n.*
plant vines, 620 *n.*
remove rock or clay, 614 *n.*
pave, 614 *n.*
excavate, 618 *n.*
pasture cattle, 620 *n.*
irrigate, 620 *n.*
work farm on shares, 624.
keep free from brush and burrs, 999*k.*
leave wheat growing, 999*k.*
not to pasture cattle on wet land, 999*k.*
not to commit waste, 395.
e. To do work:
in general, 212*b*, 614 *n.*, 618.
paint automobile, 226*g.*
install elevator, 607 *n.*
test patent, 607 *n.*
saw timber, 607 *n.*, 608, 614 *n.*, 620 *n.*
cut and haul timber, 607 *n.*, 614 *n.*, 615 *n.*, 620 *n.*, 636*k.*
carry on litigation, 607 *n.*
transport horses, 612*a.*
on buildings, 614 *n.*
press clothing, 614 *n.*

[References are to sections, *d.* means damage; *n.* means note.]

CONTRACT—*Continued.*
engrave bond, 614 *n.*
do iron work, 614 *n.*
haul goods, 614 *n.*
print, 614 *n.*
poster, 618 *n.*
expend labor on property, 615.
publish book, 618 *n.*
teach, 618 *n.*
carry coal, 618 *n.*
roof building, 620 *n.*
plaster building, 620 *n.*
dye cloth, 620 *n.*
ribbons, 620 *n.*
skins, 633*b*, *n.*
make ice, 620 *n.*
store fruit, 620 *n.*
maintain crossings, 620 *n.*
clean cloth, 633*b*, *n.*
collect debt, 633*c*.
transport, 602, 633*d*, 1068. *See* CARRIER.
f. To manufacture:
in general, 608, 615, 633*d*.
barb wire, 608.
steel rails, 608.
machine, 615 *n.*
g. To lease, convey or sell:
lease house, 42.
well, 607 *n.*
land, 607*b*, 618 *n.*
farm, 608.
sell land, 301*b*.
liability of unauthorized agent on, 835.
property, 618.
convey land, 607*b*, 1008, 1011.
house, 621.
exchange property, 621.
land for services, 1020.
deliver crop, 636*m*.
chattels in future, 758. *See* LAND, CONTRACT FOR SALE OF, SALE OF GOODS.
h. To pay:
in gold, 270.
in foreign currency, 273.
in commodities, 279, 280.
in bank-notes, 281.
in stock, 611.
money interest for failure to, 288.
interest, 288.
draft or return it, 422.

[References are to sections, *d.* means damage; *n.* means note.]

CONTRACT—*Continued.*
debt, 622*b*, 786, 788, 789, 790.
in instalments, 636*g*.
calls on stock, 627.
rent due from another, 789.
taxes and assessments, 789, 999*k*.
firm debts, 789.
mortgage, 789, 806.
i. To employ and pay agents and servants:
for compensation of agent, 193*a*.
to serve as overseer, 205.
to give exclusive territory, 607, 632, 633.
agency, 633.
to employ servant, 607, 607*a*.
teacher, 607 *n*.
agent, 607 *n*.
architect, 612 *n*.
j. To support:
in general, 89, 90, 393 *n*., 397, 415, 633*a*, 636*i*.
to care for during life, 616.
k. Business agreements:
not to engage in business, 89, 182, 400, 408, 418, 632.
for a share in business, 192, 193.
for profits of business, 193.
to enter into partnership, 193, 607 *n*., 615 *n*.
to establish business, 194, 620 *n*.
to enter a "pool," 200.
not to use union label or employ union men, 415, 416.
not to run coach, 418.
manage hotel on shares, 625 *n*.
not to sell goods in competition, 632.
not to practice profession, 632.
not to manufacture, 632.
to keep up price of goods, 749*a*.
l. To insure:
in general, 623.
property of plaintiff, 205.
to assign or keep valid policy, 623.
to issue policy, 727.
paid-up life policy, 730.
m. To indemnify:
from debt, 788.
from liability, 788.
of indemnity between lessee and sub-lessee, 1000.
in case of failure of title to land, 1008.
n. Miscellaneous agreements:
to withdraw suit, 126*c*.
to establish railroad station, 194.
to submit to arbitration, 240.
to refrain from intoxicating liquors, 415.

[References are to sections, *d.* means damage; *n.* means note.]

CONTRACT—*Continued.*
to return draft, 422.
to replace stock, 508.
to hold for rise in market, 524.
not to do any act to avoid insurance policy, 603 *n.*
to give legacy, 606*a*.
to maintain factory, 606*a*.
to submit to arbitration, 607, 625, 629.
to employ for construction of railroad, 607.
to remove, 607*a*.
to occupy room, 612.
to advertise, 612, 618 *n.*
to become surety, 618 *n.*
to loan money, 622.
to make contract, 622*c*.
to give note, 622*c*.
to forbear, 626.
to subscribe for stock, 627.
not to discharge judgment assigned, 634.
to take manufactured goods, 752.
to bid off property, 789.
to fix rate of freight, 858.
to send telegram, 874.
with limited liability, 876. *See* TELEGRAPH.
not to sell straw from leased farm, 999*k*.
of marriage. *See* BREACH OF PROMISE OF MARRIAGE.
CONTRACT PRICE, standard of value of the contract, 614.
CONTRACT RIGHT, to advertise in theatre, 1097.
to furnish cloak-rooms in theatre, 1097.
to sink shafts in land for minerals, 1097.
to supply refreshments, 1097.
CONTRACTOR, delay in completing building by, need not be anticipated, 224.
d. on bond given by, 679*b*.
CONTRIBUTION, between co-trustees, 36*a*, *n.*
co-sureties, interest on, 304.
sureties on bond, 681*a*.
sureties on cumulative bonds, 692*c*.
interests, on marine policy, 717.
to general average, 717.
between insurance companies, 725.
action by co-surety for, 807.
right to, between co-sureties, 807
amount of, 807*a*.
amount of, reduced by indemnity or security, 808*a*.
CONTRIBUTORY NEGLIGENCE distinguished from avoidable consequences, 203.
in action for death, 585.
whether a defence in action for death, 585.
in collisions, 587.

[References are to sections, *d.* means damage; *n.* means note.]

CONTRIBUTORY NEGLIGENCE—*Continued.*
in torts in admiralty, 599.
CONVENIENCE, personal, infringement of, 1123.
CONVERSION, ch. xxi.
liability of parties in joint action for, 36*a*.
d. for, not reduced by offer to return, 53.
when offer of reparation may reduce *d.* in, 53.
bringing property into court, 54.
d. for, reduced by acceptance of property from defendant, 55, 565.
d. reduced by acceptance from a third party, 57.
d. reduced by recovery of property, 58.
duty to replace property converted, 214.
of goods, avoidable consequence of, 214.
no requirement to take back property after, 218.
expense of attempt to follow property, 226*a*, *n*.
expense of following property recoverable, 226*c*.
expense of following property after, 226*c*.
of property, recovery of money paid to get back, 226*c*.
of money, interest as *d.* for, 303.
recovery of interest, 317.
of property, interest in action for, 317.
exemplary *d.* for, 374.
forms of action for, 492.
d. for, 492–506.
the modern action for, 492*a*.
by demand and refusal, 492*b*.
general rule in case of, 493.
measure of *d.* for, 493.
elasticity of rule of *d.*, 493*a*.
reduction of *d.* for, 493*a*, 494.
of certificate of stock, 494.
by temporary wrongful use, 494.
by sale on void execution, 494.
return of property and acceptance, 494*a*.
by order of court, 494*b*.
property bought back by owner, 494*c*.
value, how determined, 495.
value, where to be estimated, 496.
value, when to be estimated, 497.
result of following the property, 497*a*.
recovery by owner of a limited interest, 497*b*.
of pledged property; action by pledgor, 497*c*.
action by pledgee, 497*d*.
of mortgaged property; action by mortgagor, 497*e*.
action by mortgagee, 497*f*.
of property sold conditionally, 497*g*.
natural increase, 498.
property increased in value by the defendant, 499.
severance from the freehold, 500.
the rule in England, 501.

[References are to sections, *d.* means damage; *n.* means note.]

CONVERSION—*Continued.*
technical rule followed in some jurisdictions, 502.
defendant generally allowed value of his labor, 503.
damages recoverable from purchaser, 504.
of logs, 499.
of coal by wrongfully mining, 501–503.
of growing crops, 502.
of trees by wrongfully cutting, 502, 504.
by confusion, 505.
consequential *d.* for, 506.
loss of use of property, 506.
loss of sub-contract, 506.
of property of fluctuating value, 507, 509, 514, 517, 519.
of pledged stock, 509, 521.
of stream into sewer, 1149 *n.*
of action of trespass into condemnation proceeding, in Minnesota, 1151.
verdict for, set aside as excessive, 1328 *n.*
CONVERTED property, bringing into court of, 54.
no obligation to receive, 53.
CONVEY, offer of tender of deed after breach of contract to, 53.
breach of contract to, 89.
d. on covenant of right to, 966.
CONVEYANCE, whether necessary to procure on failure to carry, 212.
reasonableness of procuring by passenger wrongfully ejected, 226*m*.
fraud in procuring, 439*d*.
d. for breach of contract to make, 607*b*.
recovery by passenger of expense of, 864.
whether passenger should obtain on wrongful expulsion from train, 872
effect of, on recovery of damages for taking by Eminent Domain, 1154*c*.
from mortgagor in possession, entry under, 1175.
CONVEYANCE OF LAND, agreement for, *d.* recoverable to date of writ, 89.
liquidated *d.*, 400, 403, 410, 417.
covenants in. *See* REAL COVENANTS.
CONVEYANCER, action against, for negligence in examining title, 831.
CONVICTION, recovery for risk of, in malicious prosecution, 458.
CONVICTS, leased to defendant, agreement to keep guard, 149.
CO-OWNERS, recovery between, 936.
COPYRIGHT, *d.* for violation of, 1246*b*.
CORN, early substitute for money in Massachusetts, 266.
d. for non-delivery of, 735.
d. for failure to transport, 843.
CORN CROP, nearly mature, 191*n*.
CORNER, effect of, on market value, 249.
CORPORATE bond, value of, 257.
CORPORATION, incapable of mental suffering, 43*k*.
value of stock in, 257.

[References are to sections, *d.* means damage; *n.* means note.]

CORPORATION—*Continued.*
exemplary *d.* against, 379, 380.
liability of, to exemplary *d.*, 379, 380.
action against stockholders for subscription to stock in, 627.
injunction against removing property of, 685*c*.
bond of officer of, 694.
liability of directors of, 830.
CORPSE, delay in transportation of, 45.
recovery for mental suffering caused by lack of agreed care of, 45.
consequences of delay in delivering, 856*a*.
CORRUPTION, exemplary *d.* for, 367.
verdict set aside for, 1326.
ground for setting aside verdict for exemplary *d.*, 388.
COST of transportation, whether included in value of goods, 246, 247, 739.
of production does not measure value, 495.
of part performance, recovery of, 615.
of substitutes useless performance, 619.
of remedying breach of contract, when recoverable, 620.
of doing work, increase by injunction, 685*d*.
of construction, *d.* for increase of, by injunction, 685*f*.
of building, evidence of, admissible, 722.
of manufacture, recoverable for breach of contract to receive goods, 752.
of goods, immaterial in action for injury, 852.
of removing personal property, 1123.
of operating gates, 1152*a*.
of substituting steam for water power, 1164.
of keeping cattle out, 1164.
of fencing, 1164.
of adapting property to changed conditions, 1164.
of insurance, increased, 1166.
of building fence in Iowa, 1167 *n*..
of reproduction, 1168.
of replacement, 1171*d*.
of improvement, evidence of, 1171*e*.
of bridge, effect of confirmation of land on, 1171.
of replacement, 1172*a*.
of reinstatement, 1172*a*.
as evidence of value, 1296.
COSTS, nominal damages mere peg for, 96.
nominal *d.* do not generally carry, 108.
unless title to land involved, 108.
importance of nominal *d.* arises from affecting, 108.
of another action to retain property, 226*c*.
recovery of collateral, 226*c*.
awarded to successful party, 229.
only recoverable so far as taxable, 229.
fixed as limit of recovery on account of expenses, 230.
of prior suit, 236 *et seq.* *See* EXPENSES OF LITIGATION.
interest on, 334, 334*a*.

[References are to sections, *d.* means damage; *n.* means note.]

COSTS—*Continued.*
of former action, recoverable in action for false imprisonment, 463.
in replevin, 542.
in admiralty, 597.
on stipulation, 598.
may be recovered in addition to damages on bond, 677.
recoverable on bond to indemnify sheriff, 684*a*.
included in judgment, recoverable on injunction bond, 685*g*.
on poor debtor's bond, 686.
on appeal, recoverable on bond, 688.
in replevin suit, recoverable on bond, 689*a*.
of protest and re-exchange, 701.
of prior suit on bill or note, 705.
of prior suit, recovery of, against endorser, 705.
on breach of warranty of chattels, 773.
indemnity against, 795.
liability of principal for, 803.
of surety for, 803, 805.
of co-surety for, 808.
of litigation, recoverable against co-surety, 808.
recovery of, by principal against agent, 818, 819.
by agent against sub-agent, 833.
of ejectment suit recoverable in action for mesne profits, 920.
liability for, as between lessee and sub-lessee, 1000.
discretion of court as to, in case of payment after suit, 1074.
of fencing, 1163.
and expenses of landowner, 1166*a*.
for defending against proceeding, 1166*a*.
whether allowed by jury, 1282.
by what law allowed, 1383.
CO-SURETY, action by, for contribution, 807.
CO-SURETIES, interest on amount contributed by, 304.
contribution between, 807.
recovery of expenses of litigation by, 808.
CO-TENANT, interest on money recovered by, 304.
liability of, to mesne profits, 906, 913.
CO-TRUSTEES, contribution between, 36*a*, *n*.
COTTON, to enable plaintiff to work his mill, 166.
value of immature crop, 191*n*.
offer to buy, 208*a*.
contract for payment in, 279*b*.
d. for sale of, below authorized price, 822.
d. against carrier for misdelivery of, 853.
loss of sale of, through failure to transmit telegram, 883.
d. for error in transmitting telegram for purchase of, 884.
COTTON SEED, for feeding cattle, 152*n*.
damages for refusal to receive, ₹52.
COTTON WORM, warranty to kill, 191.
COUNSEL, mistake of, 84.
advice of, shown in mitigation of exemplary *d.*, 383*b*.

[References are to sections, *d.* means damage; *n.* means note.]

COUNSEL—*Continued*
of *d.* for malicious prosecution, 460.
of *d*, for false imprisonment, 466.
of husband, recovery by wife for loss of, 578.
COUNSEL FEES. *See* EXPENSES OF LITIGATION.
not usually recoverable, 229.
avoidable by statute, 229.
in Massachusetts, 229.
supposed to be included in costs, 230.
not usually allowed even as exemplary *d.*, 233.
sometimes allowed for malicious tort, 234.
not allowed now in patent cases, 235.
recovery of, in admiralty, 235.
not in admiralty, 235.
recovery of, in patent suits, 235.
where recoverable if not actually paid, 236.
liability for, is enough without actual payment, 236, 463.
effect of notice of prior suit, 236.
should be allowed where plaintiff has defended a suit for defendant's benefit, 236.
and so held where such prior suit was advisable, 236.
not for general expense of litigation of principal suit, 237.
paid for dissolution of injunction or discharging attachment, 237.
See EXPENSES OF LITIGATION, 237.
in actions on injunction and attachment bonds, 237.
in action for breach of covenants of seizin and warranty, 238.
and expenses reasonable, 239.
of malicious prosecution or false imprisonment, 241, 463.
in case of false representation of warranty, 241.
allowed in a case of refusal to place a judgment on a tax list, 241.
whether recoverable in actions for defamation, 444.
recovery for, in action for malicious prosecution, 459.
on sequestration bond, 541.
in replevin, 542 *n.*
on contract to submit to arbitration, 629.
on statutory bond, 680.
how far recoverable on attachment bond, 682*a*.
on forthcoming bond, 684.
incurred on account of injunction, 685*j et seq.*
on contempt proceedings, not recoverable, 685*l*.
for resisting motion for temporary injunction, 685*k*.
for resisting motion for entire litigation, 685*k*.
recoverable on bond, must be reasonable, 685*m*.
to secure discharge from arrest, recoverable on bond, 686*a*.
on appeal, recoverable on appeal bond, 688.
in action on replevin bond, 689.
in replevin suit, recoverable on bond, 689*a*.
recovery of, on detinue bond, 691*c*.
on bond to contest claim of exemptions, 691*d*.
whether recoverable on sequestration bond, 691*d*.

[References are to sections, *d.* means damage; *n.* means note.]

COUNSEL FEES—*Continued.*
when recoverable on bond to sell real estate, 692*j*.
on note, 695*c*.
recovery of, against endorser, 705.
recovery of, on contract of indemnity, 803.
for breach of agreement to satisfy mortgage, 806.
on indemnity bond, 806.
recoverable against co-surety, 807*c*.
liability of principal to agent for, 834.
not recoverable in action for injury to passenger, 860.
in ejectment suit, whether recoverable in action for mesne profits, 920.
recoverable in action on real covenant, 983.
whether recoverable in action for fraud in sale of land, 1027*a*.
not allowed in patent suits, 1246.
COUNTERCLAIM, interest on balance, 314*b*.
reduction of *d.* by, 1030.
may be for unliquidated damages, 1031.
statutory right of, 1039.
COUNTERMAND, of agreement to purchase, 758.
of manufacture of goods, 758.
of purchase or sale of goods, 758.
COUNTRY church taken, 1171*b*.
COUNTS, effect on *d.* of bad, 1276, 1278.
joinder of good and bad, 1276.
bad in part, 1278.
in slander, 1278.
COUNTY, interest in action against, 337.
bridge, erection of, 1120.
COUNTY CLERK, *d.* against, for negligence, 560.
d. in action against, 560.
COUNTY OFFICERS, bonds of, 693.
COUNTY TREASURER, *d.* against, for negligence, 560.
d. in action against, 561.
no recovery on bond of, for collection of school funds, 692*a*.
COUPONS, interest on, 337 *n.*, 346.
COURSE of river, change in, 1120.
COURT, may amend record by allowing nominal *d.*, 109.
power of, as to avoidable consequences, 228.
expense of time in attending, 229 *n.*
deposit of fund in, as interrupting interest, 341.
power of, in awarding exemplary *d.*, 387.
may set aside verdict if excessive, 388.
order by, for return of property converted, 494*b*.
may order physical examination, 1309.
former power over verdict, 1316.
decides all questions of law, 1317.
present separation of functions, 1317.
rule modified by statute, 1317.
whether intermediate can grant remittitur, 1330.

[References are to sections, *d.* means damage; *n.* means note.]

COURT—*Continued.*
action of appellate, on excessive verdict, 1332.
power of, to set aside verdict if excessive, 1325.
clerk of. *See* CLERK OF COURT.
COURT AND JURY, 1311–1327.
functions of, in determining avoidable consequences, 228.
relative power of judge and jury, 1311.
analogies of Roman jurisprudence, 1312.
formulæ, 1313.
changes wrought by the Empire, 1314.
origin and development of the Anglo-Saxon udicial procedure, 1315.
former indefinite separation between province of court and of jury, 1316.
present separation of functions, 1317.
exemplary damages—aggravation and mitigation, 1318.
double and treble damages, 1318*a*.
modifications—setting aside verdict, 1319.
instructions on questions of damages, 1320.
effect of erroneous instructions, 1321.
power of jury to act without evidence of damages, 1322.
wrong measure of damages adopted by jury, 1323.
modes of computing damages allowed the jury, 1324.
COURT OF EQUITY, 3.
power to award damages, 1256*b*.
COURTESY, tenant by, recovery by, on fire policy, 725.
liable for waste, in New York, 950.
in elevated railway cases, 1201.
COURTS of Anglo-Saxons, 12.
Roman, 18.
modern, 18.
may set aside verdicts as inadequate, 1368.
COVENANT, object of action on, to obtain money judgment, 4.
d. accruing subsequently to suit, 84.
by trustee of wife, 87.
action of, 106, 389.
expense of litigation on, 238.
mutual, 636*m*.
in bond, 679.
costs on, between lessee and sub-lessee, 1000.
recoupment for breach of, 1057.
embankment on land subject to, 1097.
not to manufacture, 30.
to make partition, 1019.
of indemnity, litigation expenses for breach of, 238. *See* INDEMNITY.
real. *See* REAL COVENANT.
COVENANTS IN LEASES, 984 *et seq.*
to repair, 98, 226.
by landlord, 991.

[References are to sections, *d.* means damage; *n.* means note.]

COVENANTS IN LEASES—*Continued.*
by tenant, 999*h*.
expense of avoiding consequences from breach of, must be reasonable, 226*l*.
to maintain fence, 973.
for quiet enjoyment, 985, 986.
value of term and expenses recoverable, 987.
conjectural profits not recoverable, 987.
consequential *d.*, 992.
to make improvements, 993.
to rebuild by landlord, 994.
to heat premises, 995.
to furnish heat or power, 995.
to renew, 996.
to pay for improvements, 997.
to submit valuation of improvements to arbitration, 997.
to allow removal of buildings, fixtures, etc., 998.
to sell at agreed price, 999.
to pay value of improvements, 999.
to insure, 999*i*.
to surrender possession, 999*j*.
not to assign or underlet, 999*k*.
to allow sign to be placed on leased premises, 999*k*.
recoupment for breach of, 1057.
COVENANTS OF TITLE, recovery of expense of litigation on breach of, 148.
against incumbrances. *See* INCUMBRANCES.
to discharge incumbrance, liquidated *d.* on, 416.
for quiet enjoyment, avoidable consequences of breach of, 218.
recovery of litigation expense upon breach of, 238.
of seizin, recovery of litigation expenses on breach of, 238. *See* SEIZIN.
of warranty, expense of perfecting title recoverable on breach, 226*e*.
recovery of litigation expenses upon breach of, 238.
when notice of prior suit is required, 239. *See* WARRANTY OF LAND.
COW, *d.* for breach of warranty of, 762.
CREDIT, loss of, through wrongful attachment, whether remote, 127, 153*a*, 467, 806.
interest from expiration of, 308.
d. for misrepresentation of, 439*f*, 441.
d. for loss of, in malicious prosecution, 459.
in action for malicious prosecution of civil suit, 468
by attachment on land, 682.
on failure to accept draft, 707.
on attachment bond, 682, 683.
sale on, 756.
CREDITOR, recovery by, for property fraudulently transferred, 83*a*.
interest payable by assignees for, 311*a*.
laches or fault of, as barring interest, 340.
death of, does not bar interest, 340*a*.

[References are to sections, *d.* means damage; *n.* means note.]

CREDITOR—*Continued.*
breach of contract by, to forbear, 626.
insurance by, of life of debtor, 729.
CREW, expense of retaining in admiralty, 589.
recovery for expenses of, on marine policy, 714.
CRIME, composition for, not permitted, 36.
party not called on to commit, in avoiding consequences, 225.
exemplary *d.* for injury which is, 386.
conviction of, does not mitigate *d.* for personal injury, 489
CRIMINAL CONVERSATION, exemplary *d.* for, 376.
d. for, 478–480.
aggravation of *d.* for, by wealth of defendant, 479.
mitigation of, by ill-treatment of wife, 480.
by bad character of husband or wife, 480.
verdict for, may be set aside as excessive, 1328.
CRIMINAL CONVICTION, no mitigation of *d.* because of, in action for personal injury, 489.
CRIPPLE, excessive damages for causing one to become, 1355.
CRITICISM, of English rule on eminent domain, 1122.
CROP, agreement to deliver for several years, 636*m*.
avoidable consequences of injury threatening loss of, 201, 202, 221.
care requisite in avoiding loss of, from failure to provide cattle guard, 221*a*.
certainty of raising futures, 184, 185.
compensation by share of, 669.
conversion of, by landlord, 1069.
d. to, 1164.
d. for breach of contract to supply, 617.
for wrongfully harvesting, 935*b*.
on injunction bond for preventing harvesting of, 685*b*.
for loss of, 685*c*.
for loss of, pending injunction, 685*h*, *n*.
for non-delivery of, 735.
for injury to, by illegal entry of landlord, 990*b*.
for destruction of, 937, 942, 1175.
for lack of fence, 214*c*.
by failure to erect cattle-guards, 226*b*.
by breach of warranty of paris green, 766.
by flooding of land, 942.
in eminent domain proceedings, 1154*a*, *n*.
exemplary *d.* for destruction of, 377*a*, *n*.
expense of saving from injury, 226*d*.
injury to, 117, 191, 910, 1175.
by obstruction of road, 215.
by leaving gate open, 223.
in action for mesne profits, 910.
by non-repair of fence, 992.
lease of farm for share of, 989.
loss of, 184, 191, 205, 927.

[References are to sections, *d.* means damage; *n.* means note.]

CROP—*Continued.*
by enticement of servants, 469.
by failure to supply water, 633*c*.
by reason of lack of labor, 685*i*.
on breach of warranty of a machine, 767.
on breach of warranty of seed, 768.
recoupment for removal of, by grantor of land, 1055.
for *d.* to, by landlord's cattle, 1058.
recovery by tenant for *d.* to, 164.
for value of, on eviction from premises, 988.
value of, 243, 633*c*.
on injunction bond, 685*a*.
on eviction, 989.
of annual, 937.
of future, 184, 185, 624.
of growing, 434, 937.
of permanent, 937*a*.
yield of, 1149 *n*.
CROPPING AGREEMENT, 989.
CROSS ACTION, set-off is, in substance, 1031.
distinction between recoupment and, 1048.
CROSS CLAIM, reduction of *d.* by, 1030.
CROSS TIES, contract to manufacture, 208 *n*.
CROSSING, 1167.
danger of, 1164.
inconvenience of, 1165.
risk from, 1165*c*.
farm, 1167.
failure to build, 1167 *n*.
gate or tower, 1152*a*.
proximity to private road, 1078.
railroad, change of grade of, 1151 *n*.
system, cost of maintaining, whether recoverable in eminent domain, 1152*a*.
CROWD, loss by, 128.
CUBA, *d.* under code of, 28*a*, *n*.
CULM, compensation for taking, 1149 *n*., 1166*c*.
CULVERT through railway embankment, 95.
under road, 1109 *n*.
CUMULATIVE bonds, liability on, 692*c*
real covenants are, 953.
CURE, expense of attempted, 226*f*.
of successful, 226*f*.
in action for sale of diseased animal, 769, 772.
of animal, expense of, 435, 438.
expense of, incurred after suit brought, 86*a*.
CURIOSITY, recovery for being made object of, 47.
CURRENCY, depreciation of, 268. *See* PAYMENT, MEDIUM OF.
foreign, payment in, 273, 274.

[References are to sections, *d.* means damage; *n.* means note.]

CURRENCY—*Continued.*
of Confederate States, agreements payable in, 278.
CURRENT of river, change of, 1109 *n.*
CUSTODY, value of, measure of *d.* for escape, 553, 554.
of child, expense of suit for, not recoverable, 241*b*.
CUSTOM, *d.* for loss of, 127, 164*a*, 1095, 1120.
d. for loss of, by nuisance, 948.
of public house, diminution of, 1105.
interest on accounts by, 311.
compound interest by, 344.
may fix rate of compensation for services of agent, 834*a*.
of corporation, as justifying exemplary *d.*, 380*a*.
of paying gross freight, on open policy, 712.
CUSTOMHOUSE BROKER, 832*a*.
CUSTOMERS, loss of, whether remote, 540.
CUSTOMS, liability of collector of, 563.
rebate of, 852.
CUTTING, appropriation of, abandoned, 1150.
benefit of, to taker, 1150.
and filling land, 1150.
down abutting street, 1123.
sidewalk, 1149 *n.*
off access, 1116 *n.*, 1120, 1123 *n.*
percolating water, 1120 *n.*
water, 1164.
from railroad frontage, 1165*b*.
trees, 1171*c*.

DAIRY, profits in proportion to number of cows, 184*n*.
DAIRY FARM, lease of, 209.
DAKOTA, law of, as to higher intermediate value, 517*a*.
DAM, breach of agreement to loan money to build, 622 *n*.
of contract to build, 620 *n*.
d. for injunction against repair of, 685*f*.
d. from and relating to, 940, 946.
failure of easement to erect and maintain, 975.
owner of, may recover compensation in eminent domain proceedings where land is taken, 1154*a*.
private, 93.
site for, 1171*b*.
taking of land for, 1162.
and reservoir, 1162.
DAMAGE, annoyance to business, as element of, 1165.
taking possession without assessment of, 1151 *n*.
by ashes, 1121, 1165*a*.
by cinders, 1121, 1123 *n.*, 1151, 1165*a*, 1165*a*, *n*.
by closing of street, 1123.
by construction of railroads, 1121, 1149 *n.*, 1165*a*.
by dust, 1123 *n.*, 1165*a*.

[References are to sections, *d.* means damage; *n.* means note.]

DAMAGE—*Continued.*
by elevated railroad, 1165*a*.
by noise, 1123 *n.*, 1165*a*.
by operation of railroads, 1121, 1165*a*.
by smoke, 1121, 1123 *n.*, 1151, 1165*a*, 1165*a*, *n.*
by soot, 1123 *n.*, 1165*a*, 1165*a*, *n.*
by telephone wires, 1167, *n.* 101.
by vibration, 1121, 1123 *n.*, 1165*a*, 1165*a*, *n.*
caused by user, 1102.
clear, 1283.
obsolete judgment of, 1283.
continuing, 88.
extent of, uncertain in nature, 107*b*.
evidence as to elements of, 1149.
family occupations as element of, 1165.
fire as element of, 1165.
for operation of railroad, in Utah, 1123.
for use before condemnation, 1109.
general and special, distinction between, 1123 *n.*, 98.
limit of time for claim of, under statute, 1151 *n.*
meaning of, in Texas constitution, 1123.
new, from change in construction, 1152.
noise as element of, 1165.
not actionable at common law, 1123.
obstructions of view as element of, 1165.
or injury to property, compensation for, 1106.
particular, from nuisance, 35.
prospective, 1149.
recovery of minimum amount of, 171.
smoke as element of, 1165.
soot as element of, 1165.
sparks as element of, 1165.
special, 1076, 1105, 1165*a*.
in Illinois, 1121.
speculative, 1123*a*.
structural, 1092.
subsequently arising, 1082.
to access, 1095, 1149 *n.*, 1165*a*, *n.*
to adjacent land, 1112*a*, *n.* 42.
to ancient lights, 1103.
to buildings, structural, 1096.
to dippers by deprivation of gratuity, 100.
to good will, 1094.
to land not taken, 1123 *n.*, 1151.
to output, 1116.
to personal property, 1123, 1169.
to property, under Virginia constitution, 1123.
to switching yard, 1121, *n.* 84.
to trade, 1094.
unauthorized redress of property owner for, 1110.

[References are to sections, *d.* means damage; *n.* means note.]

DAMAGE—*Continued.*
under old constitutions, 1113. *See* OPINION.
DAMAGE FEASANT, 945.
"DAMAGED," meaning of, in Illinois, 1121.
in South Dakota, 1123.
in Washington, 1123.
in West Virginia, 1123.
DAMAGES or "injured" property, 1118.
See CONTRACT, TORT, &c.
I.—DAMAGES UNDER OTHER SYSTEMS OF LAW
Jewish law, 20.
Hindoo law, 21.
Roman law, 22.
how awarded under Roman law, 23.
arbitrary rule of reparation under Roman law, 24.
civil law, 25.
dommages-intérêts indefinite, 26.
limited only by the discretion of the judge, 27.
methods of avoiding injustice in the systems considered, 28.
damages under modern codes, 28*a*.
II.—HISTORY OF DAMAGES IN OUR LAW
our law of damages originated with the Anglo-Saxons, 7.
d. under Anglo-Saxon jurisprudence, 8.
d. in Anglo-Saxon law compensatory, 9.
Anglo-Saxon compensation pecuniary, 10.
amount of compensation carefully defined, 11.
Anglo-Saxon judiciary, 12.
later modes of trial, 13.
trial by ordeal, 14.
by battle, 15.
by wager of law, 16.
by jury, 17.
modern tribunals, 18.
quantum of damages a question for the jury, 19.
III.—GENERAL PRINCIPLES ADOPTED IN THE COMMON-LAW SYSTEM
the subject a branch of the law of redress, 1.
legal relief consists of, 2.
equitable relief, 3.
difference between them, 4.
a species of property, 5.
general arrangement of the subject, 6.
consist in compensation for loss sustained, 29.
both in contract and in tort, 30.
the amount determined by rules of law, 31.
damnum absque injuria and *injuria sine damno*, 32.
Fletcher *v.* Rylands, 33.
no compensation for loss by nuisance common to all, 34.
unless particular damage results, 35.
nor by way of settlement for crime, 36.
apportionment of, between wrongdoers, 36*a*.

[References are to sections, *d.* means damage; *n.* means note.]

DAMAGES—*Continued.*
IV.—Damages in General
accrual of, by actual grading, 1151 *n.*
accruing between time of action brought and trial, 86*a.*
actionable at common law, 1123.
affecting jurisdiction, 1285.
after suit. *See* Prospective Damages.
against agent to sell, 819.
against carriers, a matter of law, 840.
aggravation and mitigation of, 430.
by ensuing consequences, 84.
all covered by compensation, 1109.
allowed in equity. *See* Equity.
alternative rule of, 171*b.*
amount due for breach of contract, 142.
amount of, stipulated by the parties. *See* Liquidated Damages.
are not divisible in tort, 431.
as affected by limited ownership, 68.
as incidental relief in equity, 1256*c.*
on failure to obtain relief in equity, 1256*d.*
in equity for protection of defendant, 1256*f.*
assessed by clerk, 1316 *n.*
averment of, 1257.
by fixing an arbitrary sum, 1076.
by independent parties, liability for, 36*a.*
by laying pipe line, 1166*c.*
cause to which attributed in eminent domain cases, 1185.
caused by user, 1098.
certain or uncertain. *See* Certain.
common to general public, 1123.
compensatory. *See* Compensation.
consequential, 1122. *See* Consequential Damages.
due to grading streets, 1120.
due to opening streets, 1120.
exclusion of, 1170.
in Kentucky, 1123.
in Louisiana, 1123.
in Mississippi, 1123.
in Pennsylvania, 1108, *n.* 10.
under new Pennsylvania constitution, 1120.
contract to indemnify against, 795.
contemplated by the parties. *See* Consequential Damages.
costs as. *See* Costs.
counsel fees as. *See* Counsel Fees.
de die in diem in New York, 1195.
definition of, 55.
do not result in complete compensation, 38.
double. *See* Double Damages.
entire, 93*a*, 95, 1164.

[References are to sections, *d.* means damage; *n.* means note.]

DAMAGES—*Continued.*
for breach of contract, 85.
must be recovered in a single action, 83*b et seq.*
not recoverable at common law, 1196.
entire or several, 1276.
evidence of, how far necessary, 1322.
exclusion from office, 40.
excessive. *See* EXCESSIVE DAMAGES.
exemplary. *See* EXEMPLARY DAMAGES.
when fixed by court, 19.
for an injury must be recovered in single action, 84.
for breach of contract, reduction of, 608.
for continuous trespass, 92.
for construction of street railway, 1123, *n.* 98.
for cutting trees, 1171*e*.
for defect in construction of building, recoupment in action on contract of construction, 1067.
for discomfort, 42.
for destroyed contract, 90.
for death limited to pecuniary loss, 573.
for failure by carrier to transport goods, 842.
for fraud in sale of goods, 777 *et seq.*
for fraud in sale of land, 1027 *et seq.*
for inconvenience and annoyance, 42.
for infringement of patents. *See* PATENTS.
for injunction against doing work, 685*d*.
for injury caused by lawful use of land, 95.
for malicious attachment, 467.
for mental suffering from actionable wrong, 43*j*.
for mental suffering in actions for personal injury, 44.
for more injurious use, 1152 *n*.
for part not taken, 1149.
for part taken, 1149.
for permanent injury, 94.
for personal injury, general rule for estimating, 481.
for prospective loss, 86 *et seq.*
for prospective pecuniary loss by death, 574.
for refusal by purchaser to receive goods, 753.
for sale of liquor. *See* CIVIL DAMAGE STATUTES.
for severance, 1099.
for subsequently accruing loss, 84, 85.
for taking by eminent domain, right to, does not run with land, 1154*c*.
for unauthorized use of land, 93.
fresh, will not give fresh action, 84.
from act made lawful, 1089.
from compulsory eviction, 1080.
from erection of mill dam, 1151 *n*.
from operation of railroad, 1113.
from subsequent user, 1095.
from surface water, 1123.

[References are to sections, *d.* means damage; *n.* means note.]

DAMAGES—*Continued.*
future. *See* PROSPECTIVE DAMAGES.
general principles of recovery in actions upon contracts, 600.
general rule for, in case of death, 574*a*.
how affected by special ownership. *See* SPECIAL OWNER.
how computed, 1327.
how paid, in money or goods, 10.
in action for dower, 921.
in action for injury to real estate, 923.
in admiralty. *See* ADMIRALTY.
in case of apparent wound, 19 *n*.
in equity, 3 *n*.
in gross, on taking by eminent domain, 1154*b*.
include consequential injury, 1101.
inferred from wrong done, 97.
instructions upon, 1320.
interest on, 1179*a*.
measure of, against agent, a matter of law, 811.
measure of, a matter of law in tort without aggravating circumstances, 428.
measure of, a question of law, 810.
measure of, elements in, 1163.
measure of, for improperly performing work, 674.
measure of, for use of street, 1180–1211.
measure of, independent of form of action, 429.
measure of, in eminent domain, 1149.
measure of prospective, 1149*a*.
measure of, where lands are taken, 1080.
method of computing, 1324.
must be recovered in one action, 84.
must not be conjectural, 1227.
nominal. *See* NOMINAL DAMAGES.
nominal, recovery of, by possessor, 70.
nominal where no loss inflicted, 107.
not allowed for common nuisance, 34.
not allowed for composition of crime, 36.
not controlled by form of action, 810.
not foreseen at time of prior assessment, 1082.
not without actual or implied loss, 32.
of lessee included in those of lessor, 1084.
of lessor, include lessee's, 1084.
on appeal, 1286*a*.
on bond, less than penalty, 675*c*.
prospective. *See* PROSPECTIVE DAMAGES.
reduction of, 681.
on demurrer, or default, 19 *n*.
on dissolution of injunction, 1286*b*.
on injunction bond must be actual, 685.
on replevin bond need not be assessed in replevin suit, 689.
once allowed only to time of action, 86.

[References are to sections, *d.* means damage; *n.* means note.]

DAMAGES—*Continued.*
opinions as to quantum of, 1293.
original position of jury in assessment of, 349.
past, evidence of, 1109 *n.*
profits as. *See* PROFITS.
prospective, 1170.
for breach of contract, 87.
for personal injuries, 86*c*.
for torts, 86*b*.
from user, 1102. *See* PROSPECTIVE DAMAGES.
proximate, 1119.
reciprocal, 542.
recoverable on official bond, 692.
recoverable by one having limited interest. *See* LIMITED INTEREST, 69.
recoverable for destroyed contract, 90.
recoverable though small in amount, 432.
recovered in each action, 85*c*.
recovery for, under permissive powers, 1089.
reduction of, in action for death, 583.
reduction of, in admiralty, 591.
reduction of, in replevin proceedings, 691*a*.
release of, 1109 *n*.
release of, effect on liability for negligence, 1110 *n*.
remote excluded, 1086.
remote. *See* CONSEQUENTIAL DAMAGES.
rule of, in statutes, 1112*a*.
sometimes imported from circumstances, 1310*a*.
special. *See* SPECIAL DAMAGES.
speculative, 1163.
splitting demand for, 1109.
stipulation for payment of amount greater than, regarded as penalty, 411.
super visum vulneris, 349, 1316.
the conflict of laws regarding, ch. lix.
time when measured, 1151.
to abuttor, 1120.
to be commensurate with injury, 29.
to lessees, 1169.
to farm, 1165.
treble. *See* TREBLE DAMAGES.
uncertain. *See* CERTAINTY OF PROOF.
under eminent domain statutes. *See* EMINENT DOMAIN.
under statutes, 1076.
under statutes double and treble, 1076.
unforeseen, 1082.
when no land taken, in Illinois, 1151 *n*.
when no right affected, 1149*b*.
wrong measure of, adopted by jury, 1323.
DAMMING of surface water, 1109.
DAMNUM, derivation of, 5 *n*.

[References are to sections, *d.* means damage; *n.* means note.]

DAMNUM ABSQUE INJURIA, 32, 812, 1089, 1108, 1111, 1113.
danger from fire is, in taking of rights in street in New York, 1205*a*.
in case of property taken, 1182.
DAMNUM EMERGENS, 22, 636 *n*.
DANCING CLASS, expulsion from, 45.
DANGER, from accidental fires, 1163.
from sewer gas, 1165*c*.
no obligation to submit to, in order to avoid consequences of injury, 218.
of crossing, 1164.
of crossing the road, 1165.
of fire, 1164, 1165.
of fire from passing trains, 1100.
of fruit being stolen, 1165*c*.
of gas escaping, 1166*c*.
of killing stock, 1165.
of members of family being hurt, 1164.
of rescued property, as affecting amount of salvage, 599*c*.
of surface subsiding, 1166*c*.
conjectural, 1165*c*.
and risk, in general, 1165*c*.
to health, 1165*c*.
"DANGEROUS," meaning of, 1149*a*.
DARREIN PRESENTMENT, 900.
DATE of filing appraiser's award, 1151.
of trial, 1151.
DAUGHTER, *d.* for seduction of, 471.
indecent assault on, 47 *n*.
keeping of body of, in vault, 45.
loss of society of virtuous, 48.
shame caused by seduction of, 47.
DEAD BODY, mental anguish caused by removal of, 44*a*.
tortious treatment of, 43*i*.
wrongful disposition of, 45.
DEAFNESS, excessive damages for, 1359.
DEATH, action for causing, 172*a*.
compensation for loss of future support, 86*b*.
delay in telegram announcing, 881*a*.
d. for failure to deliver message announcing, 894*b*.
d. for failure to transmit message announcing, 894.
d. for message falsely announcing, 894.
effect of, on exemplary *d.*, 362.
English rule as to *d.* for, 67*a*.
interruption of services by, 672.
message announcing, gives notice of mental suffering, 47, 894*c*.
of a near relative, 169.
of animal, pending replevin proceedings, 536*a*.
of creditor, does not bar interest, 340*a*.
of debtor, does not bar interest, 340*a*.
of owner of land, rights of action, how affected by, 83*b*.
of human being, performance of contract prevented by, 655*c*.

[References are to sections, *d.* means damage; *n.* means note.]

DEATH—*Continued.*
of partner, interest after, 310*a*.
from eating impure food, 164*a*.
DEATH OF HUMAN BEING, *d.* for, ch. xxv.
no recovery for death at common law, 570.
recovery for injury which finally results in death, 570*a*.
survival by statute of right of deceased, 570*b*.
statutes, 571.
limitation of amount of recovery, 571*a*.
varying types of statute, 571*b*.
election of remedies, 571*c*.
general principles, 572.
pecuniary loss, 573.
funeral expenses, 573.
non-pecuniary loss, 573*a*.
physical and mental suffering, 573*a*.
loss of society, 573*a*.
prospective pecuniary loss, 574.
reasonable expectation of benefit enough, 574.
general rule for damages, 574*a*.
services of a child, 575.
loss of an adult child, 576.
of services beyond minority, 576.
care and services of a parent, 577.
services of a wife or husband, 578.
next of kin, 579.
evidence—Family circumstances, 580.
character and capacity of deceased, 580*a*.
probable duration of life, 581.
excessive verdicts, 582, 1328 *n.*, 1367.
reduction of damages, 583.
exemplary damages, 377*a*, 584.
presumptions and pleading, 584*a*.
contributory negligence, 585.
recovery for, under Civil Damage Act, 1248.
inadequate damages for, 1372.
the conflict of laws as to *d.* for, 1376.
DEBASED CURRENCY, 268.
DEBT, action of, 636*g*.
when it lay at common law, 389.
breach of agreement to settle or secure, 622*a*.
contract to indemnify against, 795.
contract to pay, in instalments, 636*g*.
contract to pay or discharge, 789.
contract to save harmless from, 788.
d. against telegraph company for loss of, 887.
d. for breach of warranty, where land given for, 965.
d. for judgment against collecting, 685*g*.
d. on breach of contract to pay, 786, 788, 789, 790.
d. recoverable for detention only, 675*a*.

[References are to sections, *d.* means damage; *n.* means note.]

DEBT—*Continued.*
guaranty of, 806.
interest on, 289, 301.
loss of by statute of limitations, recoverable on injunction bond, 685 *g.*
object to obtain judgment awarding money, 4.
of another, contract to pay, 972.
of partnership, contract to pay, 789.
on bond, 675*a*, 675*b*.
on judgment, interest in, 334.
payment of, by note, sufficient to support action on contract of indemnity, 797.
recovery against telegraph company for loss of, 887.
recovery for loss of chance of collection by appeal, 688*a*.
recovery on sheriff's bond for failure to collect, 692*i*.
DEBTOR, agreement with, for extension of time, whether liquidated *d.* allowable on, 407.
d. on bond for release of, 686.
death of, does not bar interest, 340*a*.
insolvency of, whether provable in action against public officer, 549–551, 554–557
on bail bond, 686.
interest recoverable against joint, 304.
liquidated *d.* for breach of agreement for extension of time to, 407.
recovery for insolvency of, on injunction bond, 685*g*.
pending appeal, 688*a*.
subject to two claims, 83*b*.
under no obligation to partial assignee, 83*b*.
where entitled to interest on usurious overpayment, 305.
DEBTS, recovery on bond of executor or administrator for failure to pay, 692*j*.
DECAY, of potatoes, communicated from those bought, 212*b*.
DECEASE, interruption of services by, 672.
DECEIT as ground for setting aside contract, 606*c*.
avoidable consequences of, 214.
consequential *d.*, 143, 195.
d. for, 439.
for sale of impotent bull, 214.
interest in action for, 316.
nominal *d.* in action of, 100.
DECISIONS, English, on eminent domain, 1078.
cited in Illinois, 1121.
under Lands Clauses Consolidation Act, referred to, 1113.
DECREASE of value, recovery for, in replevin, 536.
DECREE, for act to be done does not bear interest, 334.
for payment of money bears interest, 334.
DEED, covenant in. *See* REAL COVENANT.
granting of property for public use by, 1109.
expense of preparing, recoverable, 1017.
liability of clerk of court for negligence in recording or indexing, 692*h*.
of land, value of, 262.
liability of probate judge for neglecting to index, 692*g*.

[References are to sections, *d.* means damage; *n.* means note.]

DEED—*Continued.*
negligence in recording, 107*a*, *n.*
parol proof of consideration of, 964.
recognition of land as street by, 1149*b*.
right to tender in court, 1028.
false return of register of, 218.
DEFALCATION act, in Pennsylvania, 1031.
of officer of corporation, 694.
of public officer, recovery for, 692*e*.
DEFAMATION. *See* LIBEL AND SLANDER.
compensation for injury by, 50.
excessive *d.* for, 1335.
exemplary *d.* for, 364, 377.
exemplary *d.* for wanton, 722.
recovery of future *d.* for, 443. *See* LIBEL, SLANDER.
DEFAULT, assessment of *d.* upon, 1275.
in payment of money, to which official term referred, 692*e*.
of plaintiff, whether recovery on contract prevented by, 658.
rescission of contract for, 655*b*.
recovery by person in, 673*f*.
during another term of office, whether covered by official bond, 692*b*.
DEFECT, in building, measure of *d.* for, 644.
in construction of work contracted for, 647*c*.
in goods or work, cost of remedying, 212*b*.
in goods delivered, recoupment for, 1060.
in goods sold, recoupment for, 1036, 1060.
in machinery, compensation for, 646.
inherent, in property replevied, 691.
of breach of contract, recovery of cost of remedying, 620.
DEFECTIVE WORK, recovery for, 657.
DEFENCE, *d.* for making negligent, 831.
dispensing with necessity of maintaining, is special benefit, 1130.
DEFENDANT cannot recover verdict on claim for recoupment, 1049.
DEFENDANTS, joint liability of, in exemplary *d.*, 382.
DEFENDING against proceeding, costs and expenses for, 1166*a*.
DEFICIENCY in quality of land conveyed, 1016.
in quantity of land conveyed, 1016, 1028.
DEFICIT in officer's accounts, which bond chargeable for, 692*e*.
DEFINITION of "cash value," 1171*d*.
of "injuriously affected," 1105.
of "property," 1117 *n.*, 1121, 1123.
DEFORCEMENT of dower, 922 *n.*
DEFORMITY, compensation for, 484.
d. for, in action for personal injury, 485.
of plaintiff, not shown in action for death, 580.
of unborn child, no recovery by mother for fear of, 43*g*.
DEGRADATIONS, meaning of the term, 950 *n.*
DELAWARE, constitutional provisions as to benefits in, 1148.
DELAY, action for, by theatrical troupe, 170.
compensation for, in nature of interest, 320.

[References are to sections, *d.* means damage; *n.* means note.]

DELAY—*Continued.*
in carriage of cattle, 212.
in carriage of goods, 212, 419, 854.
in carrying passengers, *d.* for, 863.
in completing building, *d.* for, 224.
in completing contract, liquidated *d.* for, 407.
in completing printing and binding, 156.
in completing steamboat, *d.* for, 657.
in completing performance of contract, liquidated *d.* for, 419.
in completion of work contracted for, 647*c*.
in construction, *d.* caused by, 642.
in construction of building, *d.* for, 645.
in delivering telegram, 154.
in delivery by carrier, limitation of liability does not apply to, 851.
in delivery, *d.* against carrier for, 854.
in delivery of goods sold, 419, 734, 735*c*.
right to *d.* for, not waived by acceptance of goods, 743.
in erecting bridge, *d.* for, 647*a*.
in furnishing materials for buildings, 646*a*.
in lading or unlading of vessel, *d.* for, 857.
in making conveyance, *d.* for, 1021*a*.
in paying over money, recovery for, on bond, 692*f*.
in payment of money caused by appeal, 688*a*.
in performance of work, *d.* for, on injunction bond, 685*d*.
in returning property bailed, 633*b*.
in surrender of premises, 419.
in transporting a passenger, recovery for, 862.
in transporting material, 199.
in transportation, 45*a*.
in transportation of goods, 842.
liquidated *d.* for, in payment of money, 411.
loss of profits by, 856.
natural consequences of, 856.
natural result of non-delivery, 157.
of carrier. *See* CARRIER.
of creditor, barring interest, 340.
of one day by warehouseman in delivery of cotton, 153.
on railway, 42.
recovery by passenger of expenses of, 864.
waiver of, 656.
at connections, 1150.
DELICACY OF TASTE, damages for injury to, 42.
DELIVER, failure to. *See* NON-DELIVERY.
recovery for failure to, on contract for sale of chattels, 734.
d. against carrier for failure to, 844.
DELIVERIES, several, 737.
DELIVERY of goods by carrier, *d.* for delay in, 854.
d. for wrongful, 853.
of goods sold, damages for delay in, 735*c*.
value of goods to be taken at time set for, 737.

[References are to sections, *d.* means damage; *n.* means note.]

DELIVERY—*Continued.*
where no time fixed, 737.
DEMAND, *d.* for failure to deliver goods on, 737.
for payment of money, interest after, 302*a*.
for settlement or payment, when interest runs from, 314.
interest on failure to pay for goods from time of, 308.
interest on money payable on, 302*a*.
for *d.*, splitting, 1109.
for payment, effect of, on interest, 302, 314.
prevented by debtor, 309.
DEMAND NOTE, rate of interest on, 330.
DEMANDS, indivisible when entire, 84.
DE MINIMIS NON CURAT LEX, 31, 103, 432, 1326.
not applied to wrongful invasion of property, 103.
DEMURRAGE, 394 *n.*, 419.
allowed as liquidated *d.*, 420.
consequential *d.* for, in admiralty, 589.
against consignee in nature of, 857.
of vessel detained for goods of which delivery is delayed, 742.
recovery for, on collision, 590.
recoverable for delay in loading vessel, 858.
when recoverable, 857.
DEMURRER, *d.* upon overruling of, 1272.
DENTIST, *d.* to, and for illness of members of family, 155.
injury to, 180.
measure of *d.* for injury to, 180 *n.*
no recovery by, for loss of instruments, 152.
DENTIST'S ASSISTANT, evidence of value of time of, 171*a*, *n.*
DENTIST'S INSTRUMENTS, whether baggage, 873 *n.*
DEPARTURE from terms of contract, *d.* how affected by, 655.
DEPARTURE FROM SERVICE, by minor, 662.
compensation recoverable upon, 658, 659, 660.
liquidated *d.* for, 407.
recoupment for, 1062.
without notice, consequential *d.* for, 137.
DEPOSIT, action against auctioneer for failure to demand, 832.
against auctioneer, 832.
at auction, whether liquidated *d.*, 1026.
d. for failure to require, against agent, 823.
forfeiture of, for failure to complete purchase of land, 1026.
of Confederate currency, 278.
of filth on dock, 1112.
of fund in bank, or court, as interrupting interest, 341.
of money, interest on, from demand, 302*a*.
of gold, 269.
whether liquidated *d.* forfeited on default, 414.
DEPOSITARY, where chargeable with interest, 305.
recovery by, 76.
DEPOSITOR, when entitled to interest, 309.

[References are to sections, *d.* means damage; *n.* means note.]

DEPOSITS, alluvial, washing away, 1120.
clay, 1166*c*.
future, of soil, loss of, 1120.
DEPOT, breach of contract to construct, 194, 630.
value to land by erection of, 194. *See* STATION.
DEPRECIATION, in market value, 1121, 1164.
in price of bonds, pending injunction, 685*i*.
in value, 1163.
in value of land, by permanent incumbrances, recovery for, 970.
d. for, in replevin, 536.
in value of abutting land owing to running trams on street, 1102.
in value of currency, 268.
in value of gold, pending injunction, 685*g*.
in value of land from other causes than taking, no recovery for, 1153.
in value of land not recoverable on attachment bond, 682.
in value of land, recovery for, on injunction bond, 685*a*.
in value of property by replevin, 689*a*.
in value of property, measure of damages in action for eminent domain, 1152*a*.
in value of property, recoverable on attachment bond, 682.
in value of property pending injunction, 685*h*.
of property wrongfully attached, 467, 682.
of vessel by collision, 592.
in value of vessel, recoverable in admiralty, 592.
recoverable on appeal bond, 688.
of brickyard, 1165*h*.
of plant, 1171*d*.
of property, recovery for, on injunction bond, 685*a*.
DEPRIVATION of access to harbor, 1093.
of access to sewer, 1093.
of easement in street, 1123 *n*.
of enjoyment of property, 1121.
of use of land, 1117.
of use of property, 1121.
DEPTH of line, 1166*c*.
DEPUTY, action on bond of, by sheriff, 805.
judgment against sheriff conclusive on bond of, 802.
DERELICT, salvage for saving, 599*c*,
DERIVATION OF *DAMNUM*, 5 *n*.
DESCRIPTION, misrepresentation as to, on sale of land, 1028.
DESIGNS, *d.* for infringement of, 1235.
patents for. *See* PATENTS.
DESTINATION, *d.* for failure to carry passenger to, 864.
freight due where goods are taken short of, 841.
place of, fixes value in actions against carriers, 845.
value at place of, 247.
value of goods at place of, recoverable, 844.
DESTROYING usefulness for manufacturing purposes, 1165*b*.
DESTRUCTION, acceptance of goods to prevent, 841.
of access, 1115.

[References are to sections, *d.* means damage; *n.* means note.]

DESTRUCTION—*Continued.*
of access by excavations in street, 1123.
of beneficial use, by physical interference, 1116.
of buildings, *d.* for, 935*a*.
of crops, 1164, 1175.
of dock, 1094.
of easement, 1096.
of easements of light and air, 1115.
of garden, 1166*d*.
of property, *d.* for, 432*a*.
may be shown on detinue bond, 691*c*.
question of gain prevented, 178.
to stay conflagration, 928.
replevied before judgment, 691.
of shade trees, 1167 *n*.
of sidewalk, 1123 *n*.
of subject of contract, recovery after, 655*c*.
of trees, 1166*e*.
of water power, 1166*d*.
of well, 1120 *n*.
d. for, in replevin, 535.
interest as *d.* for, 538.
DETENTION of money, interest in England for, 290.
of property, loss from, 136.
of vessel, *d.* for, 857.
DETERIORATION, goods injured must be saved from, by carrier, 852.
in land pending appeal, 688*a*.
in value from failure to transport goods, 843.
in value of goods by delay in transportation, 842.
of goods, recovery for, in replevin, 536.
in value of goods, recovery for, on marine policy, 714.
in value of goods replevied, 690.
of attached property, recovery for, 565*b*.
of goods wrongfully withheld, recovery for, 565*a*.
of property, recoverable in action of detinue, 527.
in value of property on forthcoming bond, 684.
may justify abandonment to underwriters as for total loss, 710.
of cargo, amounting to constructive total loss, 711.
of materials, during delay in construction, 642.
of property pending appeal, 688*a*.
DETERMINATE AND INDETERMINATE DAMAGES, 359.
DETINET, actions on the, 533.
DETINUE, action for conversion taking the place of, 494.
action of, generally obsolete, 528.
bond, *d.* on, 389, 691*c*.
d. in action for, 527.
exemplary *d.* in action of, 375.
higher intermediate value, whether recoverable in, 507, 517
object is to obtain money judgment, 4.
recoupment in action of, 1044.

[References are to sections, *d.* means damage; *n.* means note.]

DETRIMENT to landowner, compensation for, 1150.
DEVELOPMENT of water power, is special benefit, 1130.
DEVIATION by carrier, limitation of liability avoided by, 851.
from contract, 655.
effect of slight, 657.
recovery upon, 655.
DEVISEE, from what time entitled to mesne profits, 912.
gets no action for injury to land before death of testator, 83*b*.
recovery of mesne profits by, 912.
DIFFERENCE, between English and American law, on eminent domain, 1106.
between legal and equitable relief, 4.
in market value, 1149, 1163.
DIFFICULTY, increased, of access, 1163.
of access, 1164.
in cutting grass, 1149*a*.
of crossing road, 1165.
DIGGING of ditches, 1165.
DILAPIDATION, recovery for, in action for mesne profits, 910.
DILIGENCE required for avoiding consequences, 221, 221*a*.
DIMINUTION in value, due to compulsory ejectment, 1083.
of goods carried, 852.
of homestead, 1149 *n*.
of land, during delay of conveyance, 1021*a*.
of leasehold, 1117.
of reservoir, recovery for, 1080.
of water, 1149 *n*.
without fault of occupant, *d*. for, in action for mesne profits, 910.
of business, 1121 *n*., 1152*a*.
of custom of public house, 1105.
of earning power of deceased, may be shown, 580*a*.
of flow of water, 1096.
of selling value, 1101.
DIRECT CONSEQUENCES, 111, 112.
aggravation of pre-existing injury or disease, 121*b*.
always compensated, 121*b*.
of loss of goods by carrier, 121*b*.
of an assault, 121*b*.
of default of telegraph company, 891, 892.
of destruction of building, 121*b*.
of expulsion from railroad train, 871.
of negligence, 121*b*.
what are, 111.
DIRECT LOSS of failure to transmit message, 892.
DIRECTOR, action against, for failure to make reports, 103 *n*.
action against, for negligence, 170.
of corporation, recovery by, for extraordinary services, 763*e*.
of corporation, whether entitled to compensation, 673*d*.
of corporation, liability of, for negligence, 830.
DISABILITY, compensation for, 484.
of married woman, 486.

[References are to sections, *d.* means damage; *n.* means note.]

DISABILITY—*Continued.*
of minor, 486*b*.
recovery for permanent, in action for physical injury, 485.
DISAPPOINTMENT, caused by delay, 42.
d. not recoverable for, against telegraph company, 894*d*.
in particular thing on which mind was set, 46*a*.
no compensation for, 42.
of expectations, 42.
without physical inconvenience, no recovery for, 46*a*.
DISCHARGE of agent, *d.* for wrongful, 834*c*.
of debt, contract for, 789.
of judgment, *d.* for wrongful, 634.
of servant, *d.* for wrongful, 665.
prospective *d.* for, 666.
DISCOMFORT, caused by nuisance, 42.
by failure to provide berth in sleeping car, 873*a*.
of passenger as consequence of sale of wrong ticket, 221*a*.
of passenger, caused by walking to destination, 212.
physical, compensation for, 42, 1123.
caused by compulsory journey, 42.
DISCONTINUANCE of cause of offence mitigates exemplary *d.*, 383.
of streets, 1151 *n*.
of taking, effect of, on claim for compensation, 1160.
DISCRETION, in civil law, of the judge, 27.
DISCRIMINATION, *d* against carrier for, 857*a*.
of carrier, 143 *n*.
DISEASE, communicated by warranted rags, 766.
communication of, 125, 769, 927.
d. for breach of warranty of animals against, 765.
d. for failure to deliver message announcing, 894.
existence of, may be shown in action for death, 581.
fraudulent communication of, to animals, 441.
of deceased may be shown in action for death, 581.
pre-existing, aggravation of, 121*b*.
recoupment for, 1060.
recovery for apprehension of, 484.
where provable in action for breach of promise of marriage, 639.
sheep, sold with knowledge of, 148.
DISFIGUREMENT, contemplation of, 47 *n*.
excessive *d.* for, 1358.
recovery by minor for, 486*c*.
recovery for, 172.
recovery for, in action for personal injury, 484.
DISGRACE, compensation for, on breach of promise of marriage, 638.
of expulsion from theatre, compensation for, 873*b*.
recovery for, in action for false imprisonment, 462.
d. for sense of, in action for seduction, 473.
may be shown in action for breach of promise of marriage, 638*b*.
DISHONOR, compensation for, in action for seduction, 473.
d. for sense of, in action for seduction, 473.

[References are to sections, *d.* means damage; *n.* means note.]

DISHONOR—*Continued.*
recovery for, in action for criminal conversation, 478.
DISOBEDIENCE to injunction, effect of, in action on bond, 685.
DISPATCH, telegraphic. *See* TELEGRAPH COMPANY.
DISPOSITION to labor, of deceased, in actions for death, 574*a*.
DISPROPORTIONATE, liquidated *d.* must not be, 407.
DISREPAIR of premises, value affected by, 999*c*.
DISSEIZOR, recovery of rents and profits against, 91.
DISSOLUTE conduct, may be shown on breach of promise of marriage, 641.
DISSOLUTION, of attachment or injunction. value of time spent in securing, 226*i*.
of injunction, damages on, 1286*b*.
of injunction, *d.* on appeal from order of, 685.
DISTILLERY, profits which would have been made by erection of, 186.
DISTINCT torts, 85*c*.
DISTINCTION between general and special benefits not at first made, 1132.
between general and special damage, 1123 *n.*, 98.
between meanings of "consequential damages," 1113 *n.*
between permissive and compulsory powers, 1089, 1111.
between private and public injury, 1123.
DISTRAINT, cannot include interest, 307.
d. against landlord for illegal, 990*a*.
d. for illegal, 943, 944.
exemplary *d.* for wrongful, 373*a*.
illegal, nominal *d.*, 100.
interest not included in amount of, 307.
of cattle, right of, 945.
recoupment in case of, 1057.
for rent, recovery in proceeding for, 1057.
DISTRESS, excessive, 100.
illegal, measure of *d.* for, 61.
mental, 47.
of mind, may be shown in action for breach of promise of marriage, 638*b*.
of rescued property, as affecting amount of salvage, 599*c*.
when fright or terror, 43*a*.
DISTRIBUTE, recovery on bond of executor or administrator for failure to, 692*j*.
DISTRICT OF COLUMBIA, provisions as to benefits in, 1148.
DITCH, avoidance of loss by construction of, 226 *n.*
construction of, 1164.
d. for digging, 939.
d. for enjoining use of, 685*c*.
d. on breach of covenant to dig, 993.
avoidable consequences of digging, 214.
digging of, 1165.
DIVERSION, of stream of water, 1107.
of traffic from ferry, 1098.
of water, avoidable consequences of, 214*b*.
of water, *d.* for, 99 *n.*, 100, 941.
DIVERSITY in rules governing benefits, causes of, 1130*a*.
DIVERTING water, interest in action for, 316.

[References are to sections, *d.* means damage; *n.* means note.]

DIVIDEND in insolvency, interest on, 311*f*.
recovery of, in replevin for stock, 539.
interest on, payable to lunatic, 302.
DIVISIBLE CONTRACT, 636*g*.
DIVISION OF LOSS in admiralty, 587, 599.
in case of personal injury, 599.
DIVISION OF PATRONAGE, allowance for, 1150.
DIVISION OF PROPERTY, *d.* for, 1164, 1165.
inconvenience from, 1163.
DIVORCE, liquidated *d.* for breach of contract to give no cause for, 415.
DOCK, deposit of filth on, 1112.
destruction of, 1094.
DOCK PURPOSES, lots available for, 1171, 1171*b*.
DOCKET, SOLICITOR'S, value of, 261.
DOCTOR'S BILLS, 1166*d*.
DOCUMENT, value of, 261.
DOG, exemplary *d.* for allowing to go at large, 368.
exemplary *d.* for bite of, 377*a*, *n*.
furious, exemplary *d.* for allowing to run at large, 368.
nominal *d.* for, 107*a*, *n*.
recoupment in action for killing, 1044.
recovery for fear of results of possible madness of, 47.
shooting of, too remote for fright, 43*f*, *n*.
See ANIMALS.
DOGS, jointly doing damage, owners liability for, 36*a*.
DOLLARS, 269.
DOLUS, in the Roman law, 22.
DOMESTIC SERVANT, *d.* for wrongful discharge of, 668.
DOMESTIC SERVICE, breach of contract for, 668.
DOMMAGE-INTÉRÊTS, amount of, discretionary with judge, 26, 27.
DOMMAGES exemplaires, 359.
réels, 359.
DOOR, *d.* for opening of, 100.
DOUBLE DAMAGES in Washington, where tenant holds over, 999*j*.
allegation of, 1263.
question of, for jury, 1318*a*.
DOUBLE STANDARD of value, 269.
DOWER, abatement of purchase money for failure to release, 1021.
d. for incumbrance by outstanding, 976.
d. for withholding, 921.
d. in action for, 921.
d. in New York, 921.
d. on contract to convey land, for failure of wife to release, 1016.
d. on real covenant because of existence of right of, 976.
deforcement of, 922 *n*.
expense of extinguishing, 979.
nominal *d.* for withholding, 921.
tenant in, liable for waste in New York, 950.
right of, in improvements, 922.
rule of *d.* in, 921, 922.

[References are to sections, *d.* means damage; *n.* means note.]

DOWER—*Continued.*
unde nihil habet, 921.
value of lands aliened by husband, how measured in New York, 921.
when heir improves, 922.
when purchaser improves, 922.
where land has appreciated or depreciated, 922.
writ of, 921.
DRAFT, agreement to return or pay amount of, 442.
d. against agent to procure acceptance of, 819.
d. for delay in delivery of, 856*a*.
d. for failure to accept or pay, 126*c*.
to collect, 813.
expense of stopping payment of false, 226*b*, *n*
See CHECK.
DRAIN, *d.* for breach of contract to repair, 647*c*, *n*.
d. for negligently obstructing, 948.
d. for obstructing, 948.
filling up, 1166*d*.
recovery on bond of commissioner to construct, 692.
DRAINAGE, obstruction by levee to, 1166*d*.
DRAINAGE CANAL, 1149 *n*.
DRAINING of marsh is special benefit, 1130.
of well, 1119.
DRAINS, building of, outside city limits, 1110 *n*.
DREDGES, no others obtainable, 161.
DRESS, *d.* to, in cleaning, 633*b*, *n*.
DRUG, warranted, 191.
DRUNKARD, *d.* recoverable by, for personal injury, 485*a*.
DRUNKENNESS of defendant as mitigation of *d.* for slander, 448.
DUCKS, value of land for raising, 252 *n*.
DUE CARE, question of, 1110.
DURATION of life, evidence of, in action for death, 581, 1306.
DURESS, contract broken through, 602.
DUST, *d.* by, 1165*a*, 1123 *n*.
from railroad operation, 1120.
DUTY, increase of, 1101.
of carrier to receive and protect passenger, 859.
of discharged servant to seek other employment, 667.
of plaintiff, 202.
of public officer, recovery for acts outside, 692*a*.
to avoid consequences a misapplication of term. 201.
to replace, not existent in legal sense, 228*b*.
to seek employment, 206.
DUTY, CUSTOMS, whether included in value of cargo, 714.
liability of custom house broker for increased, 832*a*.
rights of agent evading payment of, 834.
DWELLING, building rented for, 167
railroad near, 1168 *n*.
DWELLING HOUSE, 185.

[References are to sections, *d.* means damage; *n.* means note.]

DYE WORKS, valuation of land for, 252 *n.*
DYER converting goods, allowed to deduct value of labor, 499.

EARLY RULE on eminent domain, 1115.
on eminent domain, in Pennsylvania, 1120.
EARN, capacity of deceased to, in actions for death, 574*a*.
EARNING CAPACITY of child, recovery for diminution of, 486*c*.
of deceased may be shown in action for death, 580*a*.
of franchise, 1171*d*.
of married woman, recovery for impairment of, 486.
recovery by minor for loss of, 486*b*.
value of, 172*a*.
EARNING POWER, *d.* for loss of, in action against carrier of passengers, 860.
excessive *d.* for impairment of, 1354.
loss of, by personal injury, 214*a*.
of money, 1171*d*.
of plaintiff, 172*a*.
partial loss of, 214*a*.
permanent loss of, 86*c*.
EARNINGS, interrupted by injury, 180.
loss of, 173.
net, 1171*d*.
net, evidence of, 1173.
of parent, recovery for loss of, by death, 577.
of vessel, compensation for loss of, by collision, 593.
of vessel, whether recovery for loss of, in admiralty, 593.
previous to injury, evidence of, in actions for physical injury, 485*a*.
EARTH, throwing, on land outside right of way, 1110 *n.*
EASEMENT of access, interference with, 217.
d. for failure of title to, 975.
d. on covenant against incumbrances for existence of, 970.
destruction of, 1096.
effect of existence of, on value of land, 243*c*.
in street, deprivation of, 1123 *n.*
in street, interference with, 1123.
infringement of, 1165*a*.
interference with, 1096.
of access, invasion of, 1116, 1165*a*.
acquisition of, 1116.
of air, invasion of, 1115, 1116, 1165*a*.
of light, invasion of, 944, 1115, 1116, 1165*a*.
of support for structure on defendant's land, 93*a*.
private, acquisition of, 1149*b*.
recovery for depreciation caused by, 970.
taking of, 1107.
EASEMENTS IN STREETS, nature of, 1187 *et seq.*
EAVES, injury to landlord by water discharged from, 74.
casting water on adjacent building, 93 *n.*
projecting, 1166*b*.
EDICTUM ÆDILIUM, 954.

[References are to sections, *d.* means damage; *n.* means note.]

EDUCATION of plaintiff enhances value of his services, 255.
recovery by child for loss of, by death of parent, 577.
EFFECT of conformation of land on cost of bridge, 1171*c*.
EGGS, *d.* for furnishing bad, 1112*b*, *n*.
delay in delivery of cases for packing and transporting, 152 *n*.
EJECTION from premises, avoidable consequences of, 218.
from premises, verdict for wrongful, set aside as excessive, 1328 *n*.
from railroad train, exemplary *d.* for, 372.
of passenger, avoidance of, by payment of additional fare, 222.
of passenger from train, 212.
EJECTMENT, actual *d.* in, when title expires pending action, 901.
allowance for improvements in, 903.
compulsory, diminution in value, due to, 1083.
costs of suit recoverable in action for mesne profits, 920.
d. in, 901 *et seq*.
difference between *bona fides* and *mala fides*, 903.
no bar to action for mesne profits, 902.
nominal *d.* in, 901.
under the Louisiana code, 904.
ELECTION between recoupment and cross-action, 1048.
of insurer to rebuild, after fire, 723.
of remedies for death, 571*c*.
on alternative contract, 423.
to rebuild by insurance company, 723.
use on right of, 169*a*.
ELECTRIC LIGHT PLANT causing injury to land, 95 *n*.
ELECTRIC POWER, failure to furnish, 205 *n*.
ELECTRICITY, fire caused by short circuit, whether recoverable on policy, 723*a*.
machinery for generating, 153.
ELEMENT OF DAMAGE annoyance to business as, 1165.
family occupations as, 1165.
fire as, 1165.
noise as, 1165.
obstructions of view as, 1165.
smoke as, 1165.
soot as, 1165.
sparks as, 1165.
ELEMENTS in measure of *d.*, 1163.
of *d.*, evidence as to, 1149.
of value, 1171.
ELEVATED RAILROAD, construction of, on street, 1121 *n*.
d. by, 1165*a*.
noise made by, 1165*b*, *n*.
on abutting street, 1117.
statute on, 1112*a*, *n*.
d. for occupation of streets by, 1180–1211.
See EMINENT DOMAIN, N. Y. Statutes of.
ELEVATING roadbed of railroad, 1109 *n*.
ELEVATION, of railroad roadbed, 1109 *n*.
of roadway impairing access, 1123.

[References are to sections, *d.* means damage; *n.* means note.]

ELEVATOR, construction of, not special benefit, 1130 *n.*
d. for breach of contract to install, 607 *n.*
value of land for, 252 *n.*
EMBANKMENT, causing nuisance, 95.
erection of, by defendant on own land, 98.
d. for cutting through, 217.
in street, 1112*a*, *n.*
on land subject to covenant, 1097.
private, 93.
prospective *d.* for erection of, 95.
railroad, 1166*d.*
raising of, 1165.
replacement of trestle by, 1109, 1152.
throwing up of, 92.
EMBEZZLEMENT by clerk of court, liability on bond for, 692*h.*
by officer of corporation, recovery on bond of, 694.
liability of judge for, 692*g.*
of money wrongly collected by public officer, 692*a.*
of taxes collected by sheriff, 692*a.*
EMBROIDERIES, evidence of profits by importer of, 181*n.*
EMINENT DOMAIN.
I.—General Cases
avoidable consequences in cases of, 217.
land owner need not anticipate taking by, 224.
interest on property taken by, 331*a.*
time from which it runs, 331*a.*
taking of land by, how far excuses payment of rent, 999*d.*
value for all profitable uses, 1085.
value for special purpose, 1171*b.*
value of past use, 1195.
what is a "taking," 1114.
when whole estate is taken, 1155.
II.—English Rules
d. under statutes, 1076.
appropriation of private property for public use, 1077.
English statutes and decisions, 1078.
lands clauses consolidation act, 1079.
measure of *d.* where lands are taken, 1080.
compensation must be for value to owner, 1081.
d. subsequently arising, 1082.
good will, 1083.
nature of the interest taken, 1084.
value of lands for all profitable uses, 1085.
remote *d.* excluded, 1086.
certainty, 1087.
lands injuriously affected where no land is taken, 1088.
d. must result from act made lawful, 1089.
must be such as would have been actionable but for statute, 1090.
rule of general application, 1091.
limitations of the rule, 1092.

[References are to sections, *d.* means damage; *n.* means note.]

EMINENT DOMAIN—*Continued.*
access to public thoroughfares, navigable rivers, etc., 1093.
Metropolitan Board of Works *v.* McCarthy, 1094.
d. to access must be proximate, 1095.
Thesiger's rule, 1096.
d. must be to lands, 1097.
no compensation for *d.* caused by user, 1098.
land taken in part—*d.* for severance, 1099.
special rules, 1100.
d. include consequential injury, 1101.
d. caused by user, 1102.
benefits under the English statutes, 1103.
avoidable consequences, 1104.
the English rules of interpretation criticised, 1105.
English cases referred to, 1123.
cited in Illinois, 1121.
criticised, 1122.
followed in Pennsylvania, 1120.
III.—Statutes of Eminent Domain in the United States
difference between English and American law, 1106.
construction of constitutional provisions, 1106.
nature of the right of eminent domain, 1107.
general rule of public liability, 1108.
all compensation in one proceeding, 1109.
unauthorized acts—negligence, 1110.
permissive, compulsory, discretionary and necessary powers, 1111.
the rule of general application, 1112.
legislature may prescribe more favorable rule, 1112*a*.
consequential *d.*—term misused, 1113.
what is a "taking" of property, 1114.
early rule, 1115.
second rule—physical interference destroying beneficial use, 1116.
third rule—any injury a taking of property, 1117.
rules under new constitutions, 1118.
Massachusetts, 1119.
English rule adopted in Pennsylvania, 1120.
rule in Illinois, 1121.
Alabama, 1122.
other states, 1123.
d. must not be speculative, 1123*a*.
general conclusions, 1124.
IV.—The Allowance of Benefits
the allowance of benefits in general, 1125.
under statutes, 1126.
in the United States, 1127.
street openings—the taxing power, 1128.
general benefits, 1129.
special benefits, 1130.
causes of diversity in the rules governing benefits, 1130*a*.
state constitutions—local rules—special statutes, 1131.

[References are to sections, *d.* means damage; *n.* means note.]

EMINENT DOMAIN—*Continued.*
originally no distinction between general and special benefits, 1132.
new constitutions—Alabama, 1133.
Arkansas, 1134.
California, 1135.
Colorado, 1136.
Georgia, 1137.
Illinois, 1138.
Kentucky, 1138*a*.
Louisiana, 1139.
Mississippi, 1139*a*.
Missouri, 1140.
Nebraska, 1141.
North Dakota, 1141*a*.
Pennsylvania, 1142.
Texas, 1143.
Washington, 1143*a*.
West Virginia, 1144.
other states, 1145.
old constitutions—New York, 1146.
Massachusetts, 1147.
other states—general conclusions, 1148.
V.—General Considerations Affecting the Measure of Damages Under Statutes of Eminent Domain
measure of *d.*—difference in value—prospective estimate, 1149.
theory of a prospective measure of *d.*, 1149*a*.
nominal *d.*, 1149*b*.
principle one of compensation, 1150.
time at which *d.* are measured, 1151.
new *d.* from change in construction, 1152.
additional burden, 1152*a*.
d. from other causes excluded, 1153.
entire tract, 1154.
interest giving title to compensation, 1154*a*.
d. in gross—individual interests consolidated, 1154*b*.
effect of transfer of title on right to compensation, 1154*c*.
measure of *d.* where fee is taken, 1155.
where interest less than fee is taken, 1156.
leasehold interest, 1157.
fee subject to restrictions, 1158.
unlawful entry—new proceedings, 1159.
discontinuance and abandonment, 1160.
reduction of *d.*, 1160*a*.
hypothetical reduction of *d.* not allowed, 1161.
VI.—The Elements of Compensation in Proceedings Under Statutes of Eminent Domain
enhanced value, 1162.
elements entering into the measure of *d.*, 1163.
general nature of inquiry, 1164.
elements of *d.*, 1165.

[References are to sections, *d.* means damage; *n.* means note.]

EMINENT DOMAIN—*Continued.*
easements of light, air and access; smoke, noise, etc.; special *d.*, 1165*a*.
condition of property as left, 1165*b*.
risk and danger in general, 1165*c*.
risk of fire, 1166.
costs and expenses of landowner, 1166*a*.
projections in streets, 1166*b*.
mines, quarries and oil wells, 1166*c*.
sewage and surface water, 1166*d*.
trees, 1166*e*.
fences, crossings and cattle guards, 1167.
buildings, fixtures and improvements, 1168.
injuries to business: personal property, 1169.
conflict in the cases, 1170.
elements of value, 1171.
value for all legitimate purposes, 1171*a*.
value for special purpose, 1171*b*.
value of a homestead, 1171*c*.
franchises, 1171*d*.
value for purpose for which condemned, 1171*e*.
possibility of procuring other land, 1172.
avoidable consequences; reinstatement, 1172*a*.
bridges, ferries and turnpikes, 1173.
value as affected by previous entry, 1174.
original entry unlawful, 1175.
value as enhanced, when allowed, 1176.
entry by consent, 1177.
value enhanced by private road, 1178.
evidence, 1179.
interest, 1179*a*.

VII.—Damages Under the New York Statutes of Eminent Domain. The Elevated Railroad Decisions
introductory, 1180.
constitution and statutes, 1181.
general principles established by early decisions, 1182.
use of street by horse railroads, 1183.
by steam railroads, 1184.
the measure of *d.*, 1185.
conflict in the cases, 1186.
elevated railway cases, 1187.
d. from operation of road, 1188.
alternative rule of *d.*, 1189.
general rule finally adopted, 1190.
right to recover for noise, etc., 1191.
exemplary *d.* not allowed, 1192.
scope of the decisions finally announced, 1193.
ownership in the street, 1194.
recovery at law limited to past *d.*, 1195.
results of the cases, 1196.
rule of *d.* as affected by benefits, 1197.

[References are to sections, *d.* means damage; *n.* means note.]

EMINENT DOMAIN—*Continued.*
construction of the benefit statutes, 1198.
results of the decisions as to benefits, 1198*a*.
rationale of the decisions as to benefits, 1198*b*.
avoidable consequences, 1199.
right of action not dependent on time when title acquired, 1200.
different interests, 1201.
past and future claims not merged by assignment, 1202.
rental value the rule, though plaintiff occupies premises, 1203.
suitableness of property for business, 1204.
loss of profits—falling off of trade—certainty, 1205.
risk of fire, 1205*a*.
effect of transfer of title on right to compensation, 1205*b*.
entirety, 1205*c*.
judgment generally a bar to further actions, 1206.
form of judgment—protection of mortgagees, 1207.
evidence, 1208.
condemnation proceedings, 1209.
in the Federal courts, 1210.
general conclusions, 1211.
VIII.—Provisions in Particular States
Alabama, 1122, 1133.
Arkansas, 1123, 1134.
California, 1123, 1135.
Colorado, 1123, 1136.
Connecticut, 1148.
Delaware, 1148.
Georgia, 1123, 1137.
Idaho, 1145.
Illinois, 1121, 1138.
Indiana, 1148.
Iowa, 1148.
Kansas, 1148.
Kentucky, 1123, 1138*a*.
Louisiana, 1123, 1139.
Maine, 1148.
Maryland, 1148.
Massachusetts, 1119, 1147.
Minnesota, 1145, 1148.
Mississippi, 1139*a*.
Missouri, 1123, 1140.
Montana, 1123, 1145.
Nebraska, 1123, 1141.
Nevada, 1148.
New Hampshire, 1148.
New Jersey, 1148.
New York, 1146, 1180–1211.
North Carolina, 1148.
North Dakota, 1141*a*.
Ohio, 1148.

[References are to sections, *d.* means damage; *n.* means note.]

EMINENT DOMAIN—*Continued.*
Oklahoma, 1123.
Oregon, 1148.
Pennsylvania, 1120, 1142.
Rhode Island, 1145, 1148.
South Carolina, 1148.
South Dakota, 1145.
Tennessee, 1148.
Texas, 1143.
Vermont, 1148.
Virginia, 1148.
Washington, 1143*a*.
West Virginia, 1144.
Wisconsin, 1148.
Wyoming, 1145.
EMPIRE, changes wrought by the, 1314.
EMPLOYMENT, benefit of contract of, lost by plaintiff, 107*b*.
chance of obtaining, 200.
compensation after expiration of term of, 664.
conjectural loss of, by failure to transmit telegram, 888.
contract of, is entire, 85.
d. for breach of contract of, 607*a*.
duty to seek, 206, 207, 213, 667.
does not arise in all contracts, 208.
expense of obtaining after discharge, 226*d*, 675.
loss of, from failure to transmit telegram, 881.
of a different kind, 207.
offer of, after wrongful discharge, 222.
recovery for loss of, in action for false imprisonment, 461.
services outside scope of, 673*c*.
terminable on notice, breach of contract of, 668.
for life, breach of contract of, 666.
duty to seek other, 205.
See SERVICE, CONTRACT OF.
ENCROACHING on land, 1123 *n.*, 102.
ENCROACHMENT on lode, 1123 *n.*, 115.
ENDORSEMENT, *d.* for breach of warranty of, 775.
liability to cost of suit, 605.
necessary for recovery of cost of protest, 701.
recovery of *d.* by, against maker, 706.
ENGAGEMENT, length and publicity of, may be shown in breach of promise of marriage, 638*b*.
length of, may be shown in action for breach of promise of marriage, 639*a*.
previous, may be shown on breach of promise of marriage, 641.
ENGINE, *d.* for breach of warranty of fitness of, 767.
for carrying on business, wrongfully disabled, 182 *n.*
value of, *in situ*, 254*a*.
warranty of, 767.
ENGINEER, injury to, 180.
unskilled, learning profession, 180*a*.

[References are to sections, *d.* means damage; *n.* means note.]

ENGLAND, doctrine of, for fraud in sale of goods, 778.
doctrine of one third new for old does not apply on first voyage, 715.
early rule in, for recoupment, 1036.
modern rule, 1030.
history of allowance of interest in, 283 *et seq.*
of doctrine of liquidated *d.* in, 394*f et seq.*
law of, as to higher intermediate value, 508.
power of court of equity to award *d.* in, 1256*b*.
recovery of higher intermediate value of goods sold, 745.
rule in, for *d.* on breach of warranty, 962.
rule of *d.* in, for breach of contract to convey land, 1002 *et seq.*
rule of, for *d.* for severance from freehold, 501.
special rules on compensation in, 1100.
workman's compensation act in, 675*a*.
ENGLISH law on eminent domain, difference between, and American law, 1106.
cases, on eminent domain, referred to, 1123.
rule, judicial objection to, 1105.
decisions, on eminent domain, cited in Illinois, 1121.
rule on eminent domain, application of, in Pennsylvania, criticised, 1122.
criticised, 1122.
in Pennsylvania, 1120.
statutes and decisions on eminent domain, 1078.
statutes, benefits under, 1103.
ENHANCED VALUE, 1162.
compensation based on, 1174.
when allowed, 1176.
ENHANCEMENT, general, 1162.
of market value, 1171.
of value by private road, 1178.
ENJOYMENT, taking of beneficial, 1114.
of life, *d.* for loss of, 485.
infringement of personal, 1123.
of property, deprivation of, 1121.
ENLARGEMENT, of brickyard, preventing of, 1165*b*.
ENRICHMENT of land by sediment from river, 1171*b*.
ENTERPRISE of salvor as affecting amount of salvage, 599*c*.
ENTERTAINMENT, action by plaintiff for loss of, 170.
premises let from time to time for, 182*a*.
ENTICEMENT OF SERVANT, 469.
d. for, 449.
exemplary *d.* for, 376.
ENTIRE contract price, when recoverable, 612.
ENTIRE CONTRACTS, 636*g*.
ENTIRE DAMAGES, 1164.
cause of action cannot be split, 83*b*.
all *d.* for an injury must be recovered in a single action, 84.
joinder of similar causes in a single suit, 84*a*.
for breach of contract, 85.
separate contracts, 85*a*.

[References are to sections, *d.* means damage; *n.* means note.]

ENTIRE DAMAGES—*Continued*
for a tort, 85*b*.
distinct torts, 85*c*.
for causing land to fall, 93*a*.
for trespass to lands, 924*a*.
when assessed by jury, 1276.
ENTIRE LOSS, cases not falling within the rule, 178.
ENTIRE TRACT, injury to, by taking of rights of highway in New York, 1205*c*.
d. to, recoverable in eminent domain proceedings, 1154.
several buildings may form, in eminent domain proceedings, 1205*c*.
what constitutes, 1154. *See* EMINENT DOMAIN.
ENTRY by consent, 1177.
exemplary *d.* for forcible, 373.
made in good faith, 1175.
of landlord on demised premises, *d.* for illegal, 990*b*.
original, unlawful, 1175.
previous, value as affected by, 1174.
time of, 1151.
tortious, 1173.
under conveyance from mortgagor in possession, 1175.
unlawful, to construct reservoir, 1175.
without making compensation, 1151.
writ of, substitute for ejectment in New England, 899 *n*.
EQUITABLE SET-OFF, 1032.
EQUITY, remedies given by, 3.
does not usually award pecuniary *d*., 3.
allowance of *d*. by a court of, 1256*a*.
power of English court of to award *d*., 1256*b*.
d. as incidental relief, 1256*c*.
d. on failure to obtain equitable relief, 1256*d*.
no *d*. where plaintiff should not have sued in, 1256*e*.
d. granted for the protection of the defendant, 1256*f*.
taking of an account, 1256*g*.
d. against a trustee for breach of trust, 1256*h*.
time to which *d*. are assessed, 1256*i*.
d. assessed on legal principles, 1256*j*.
interest in, 1256*k*.
abatement of purchase money for land in, 1021*a*.
accounting for profits of infringing in, 1242.
burden of proof in, 1243.
d. allowed by, in suit for failure to convey land, 1021.
doctrine of set-off in, 1032.
exemplary *d*. not given in, 371.
liability of commissioner in, on official bond, 692*g*.
license fees in, 1225.
profits in, 1230–1232.
may proceed *quia timet*, 96*a*.
may reform or avoid an unconscionable agreement, 606*c*.
recovery of counsel fees in, 235*a*.
rule in patent suits. *See* PATENTS.

[References are to sections, *d.* means damage; *n.* means note.]

EQUITY OF REDEMPTION, agreement to pay mortgage by grantee of, 789.
EQUIVALENT, of pain, pecuniary, 41.
ERECTION of bridge, injuries to ferries by, 1173.
of county bridge, 1120.
of fire engine house, 1123 *n.*
of mill dam, *d.* from, 1151 *n.*
of public schoolhouse, 1177.
ERROR by telegraph company, in transmitting conditions of sale, 886.
in awarding *d.*, arrest of judgment for, 1277.
in charge to jury, 1321.
in instructions to jury, 1321.
in transmitting telegram, *d.* for, 884–886.
recovery for consequences of, 884.
of telegraph company in transmitting price, 885.
interest in, 336.
ESCAPE, action against public officer for, 544, 546, 552–554.
d. for, 547.
d. on sheriff's bond for, 692*i*.
expense of litigation recoverable by sheriff in action for, 241.
from arrest on execution, *d.* for, 552.
from arrest on mesne process, 554*a*.
of gas, danger of, 1166*c*.
of surface water prevented, 1116 *n.*
ESSENTIAL BENEFITS, whether allowance will be made for, 1130.
ESTABLISHED BUSINESS, 189.
what is, 1087.
from which plaintiff expected profits, 182.
profits of, 182.
ESTABLISHED STREET, closing of, 1123.
ESTABLISHMENT of new centre of population, is new benefit, 1129.
of street across railroad, 1152*a*.
ESTATE, interest due to, 311*b*.
of deceased, liable for interest, 340*a*.
of infant, chargeable with medical expenses, 226*f*.
ESTIMATE of injury, 1162.
of value, 1085.
ESTOPPEL as to value, 1301.
d. how affected by acquisition of title by, 977.
by deed, doctrine of, 977.
d. in action on negotiable paper, affected by, 708.
liquidation of *d.* by, 1301.
to deny signature of note, 708.
to diminish value of one's own note or bond, 277.
ESTREPEMENT, action of, 950.
writ of, 900.
ETHELBERT, earliest Anglo-Saxon laws of, 9.
EVASION OF USURY LAWS, stipulation for, 420.
EVICTION, compulsory, *d.* from, 1080.
constructive, 956.
d. for total, on covenant against incumbrances, 969.

[References are to sections, *d.* means damage; *n.* means note.]

EVICTION—*Continued.*
from leased premises, *d.* for, 988.
from part of land, 975.
gives right of action on covenant of warranty, 956.
offer of other premises after, 222.
recoupment for rents and profits after, 1054.
recovery for, in action for breach of covenant against incumbrances, 968.
wrongful, *d.* for, 188.
EVIDENCE. *See* WITNESS.
admissibility of, 1179.
aggravation or mitigation matters of, 52.
admission of, 1165*b*.
as to business, 1169, 1304.
as to elements of *d.*, 1149.
as to profits, 1169.
in actions for death, 580.
of auction sale, as proving value of land, 1023.
of character and capacity of deceased in action for death, 580*a*.
of cost of improvement, 1171*e*.
of *d.*, how far necessary, 1322.
of family circumstances, 580.
of materials in buildings, 1168 *n*.
of net earnings, 1173.
of past *d.*, 1109 *n*.
of price paid for land, 1149 *n*.
of probable length of life, 485, 581, 636*i*, 1306.
of profits, 1169.
of rental value, 1171*a*.
of sales at auction, 1179.
of value, market value as best, 242.
of value of guano, 596.
of value, price as, 766, 777.
of value of vessel, 595.
mode of proof, 1287.
exceptions to common-law rule excluding testimony of party, 1288.
abrogation of common-law rule, 1289.
witness to testify to facts, not opinions, 1290.
of experts, 1291.
confined to matters of art and skill, 1292.
opinions as to quantum of *d.*, 1293.
of value—opinions of value, 1294.
of value of lands and leases, 1295.
of chattels—opinions of value, 1296.
of market value, 1297.
of sales, 1298.
offers—price-lists—quotations—appraisals, 1299.
presumption against defendant, 1300.
estoppel, 1301.
value of construction, 1302.
of services, 1303.

[References are to sections, *d.* means damage; *n.* means note.]

EVIDENCE—*Continued.*
of other value, 1304.
of malice or intention—appraisals, 1305.
of the duration of life, 1306.
of pain, 1307.
of a former verdict, 1308.
physical examination, 1309.
approximate, 1310.
d. imported from the circumstances, 1310*a*.
EX POST FACTO wisdom, 221.
EXAMINATION by physicians, 1309.
physical, 1309.
See PHYSICAL EXAMINATION.
EXCAVATION, by owner, not a tort, 93*a*.
d. for, 939.
d. for, after suit brought, 91, 92.
d. on land of defendant caused by, 925.
measure of *d.* for making, 939.
not the wrongful act, in action for loss of support of land, 925.
in distant street, 1123.
in street, destruction of access by, 1123.
EXCESSIVE DAMAGES, ch. lviii.
power of court to set aside verdicts as excessive, 1325.
what *d.* are excessive, 1326.
successive verdicts, 1327.
cases in which the court will act, 1328.
practice, 1329.
remission of the excess, 1330.
when a remittitur will be entered, 1331.
action of appellate courts on, 1332.
what amount is excessive, 1333.
for pecuniary loss, 1334.
for defamation, 1335.
for false imprisonment, 1336.
for malicious prosecution, 1337.
for alienation of affections, 1338.
for breach of promise of marriage, 1339.
for seduction, 1340.
against telegraph companies, 1341.
against carriers, 1342.
for other malicious torts, or wrongs causing mental suffering, 1343.
exemplary *d.*, 1344.
for assault and battery, 1345.
for physical injury; doubtful physical consequences, 1346.
for slight or temporary injury, 1347.
for broken bones: bones of leg and hip, 1348.
arm or shoulder, 1349.
the trunk, 1350.
the head, 1351.
for surgical operation, 1352.

[References are to sections, *d.* means damage; *n.* means note.]

EXCESSIVE DAMAGES—*Continued.*
for pain and suffering, 1353.
for permanent injuries: disability to labor, 1354.
for permanent crippling, 1355.
for loss of a member: leg or foot, 1356.
arm, hand or finger, 1357.
for disfigurement, 1358.
for impairment of sight or hearing, 1359.
for nervous disorders, 1360.
for insanity and loss of mental power, 1361.
for shortening of life, 1362.
for other permanent injuries, 1363.
doubt as to permanence of injury, 1364.
for loss of service, 1365.
upon civil damage act, 1366.
for death, 582, 1367.
for breach of promise of marriage, 637.
verdict for exemplary *d.* may be set aside if grossly excessive, 388.
EXCESSIVE VERDICT, one greatly exceeding average is, 1333.
weight of precedent on question of, 1333.
where excessive part can be separated, 1331.
EXCHANGE liquidated *d.* for, 1020.
of chattels, breach of agreement for, 734.
of horses, recoupment in action for fraud in, 1044.
of labor or property, breach of contract for, 621.
of land, *d.* on breach of contract for, 1010, 1012, 1012 *n.*, 1020.
liquidated *d.* for breach of contract for, 400, 417, 1012.
d. for breach of covenant of seisin upon, 966.
d. for breach of warranty on, 965.
d. for failure by one party to convey, 1010.
d. for fraud in, 1029.
of property, breach of warranty in case of, 762.
recoupment in contract for breach of, 1071.
recoupment in case of, 1071.
rate of, how fixed, 275.
value of, 275.
EXCHEQUER formerly part of *Aula Regis*, 18.
EXCITED FEELINGS OF PLAINTIFF not be satisfied by exemplary *d.*, 388.
EXCLUSION of benefits, in Iowa, 1152.
of consequential *d.*, 1170.
from office, *d.* for, 40, 569.
EXCLUSIVE AGENCY, contract for, 633.
recoupment on breach of contract for, 1061.
EXCLUSIVE TERRITORY, *d.* for invasion of, 1246*a*.
d. of agent deprived of, 834*d*.
EXCURSION TRAIN, contract to furnish, 194.
EXCUSE by act of God, 655*c*.
EXECUTED CONTRACT, recovery upon, 611.
EXECUTION, *d.* for injunction against enforcement of, 685*g*.
d. for escape from arrest on, 552.

[References are to sections, *d.* means damage; *n.* means note.]

EXECUTION—*Continued.*
d. for sale on void, 494.
d. on sheriff's bond for failure to levy, 692*i*.
d. for wrongful levy on, 565.
illegal sale on, 568.
injunction against sale on, 685*h*.
legal seizure on, followed by informal sale, 61.
levy of, after destruction by fire, 725.
liability of judge for failure to issue, 692*g*.
of rightfully seized property, wrongfully sold, 61.
of judgment on bond, 676.
purchaser on, recovers for mesne profits from date of sheriff's deed, 912.
recovery of mesne profits by purchaser on, 912.
seizure on, 60.
EXECUTOR, *d.* for failure to file inventory, 692*j*.
de son tort may reduce *d.* by showing payment of debts, 61.
failure of, to render account, 107*a*, *n*.
gets action for injury to land before death of testator, 83*b*.
liability of sureties on bond of, 692*b*.
may recover interest on advances to estate, 311*b*.
not liable in exemplary *d.*, 362.
recovery by, of expense of accounting, 241*b*.
of medical expenses and loss of time, 570*a*.
of mesne profits, 913.
recovery on bond of, 692*j*.
interest payable by, 311*a*, 311*b*.
EXEMPLARY DAMAGES, 30 *n.*, 347 *et seq.*
I.—General Principles
meaning of the term, 347.
vindictive, punitory, or punitive *d.* and smart money synonymous with, 347 *n*.
distinction between, and punitory *d.* not well taken, 347 *n*.
origin of the doctrine, 348.
original position of the jury in the assessment of, 349.
evolution of theory of, 350.
history of doctrine of, in America, 351.
given to punish, 352.
objections to the doctrine of, 353.
by Professor Greenleaf, 353.
by the Supreme Court of New Hampshire, 353.
rule of, established by authority and convenience, 354.
in other systems of law, 355.
in the Roman and civil law, 355.
in the Scotch law, 355.
not the same as *d.* for mental suffering, 356.
in addition to compensatory *d.*, 357.
not awarded in some States, 358.
in some States based on compensation, 359.
where based on distinction between determinate and indeterminate *d.*, 359.

[References are to sections, *d.* means damage; *n.* means note.]

EXEMPLARY DAMAGES—*Continued.*
generally given as punishment, 360.
not allowed without actual loss, 361.
do not survive, 362.
counsel fees whether included in, 234, 359.
do not involve a consideration of value, 242.
for injuries which are crimes, 386.
not allowed as matter of law, 387.
the conflict of laws as to, 1380.
II.—Under What Circumstances Allowed
allowed only for wilful, wanton, or aggravated wrong, 363.
allowed for aggravating circumstances, 363*a*.
for malice, 364.
for oppression, brutality, or insult, 365.
for wantonness of injury, 366.
for fraud, 376.
for gross negligence, 368.
circumstances preventing the allowance of, 369.
III.—In What Actions Allowed
in what actions recoverable, 370.
not in amicable suits, 383.
a. Actions sounding in contract:
not usually recoverable on breach of contract, 603.
for breach of promise of marriage, 351, 370, 637*a*.
in actions against public service companies, 371*a*.
for failure to carry passenger, 862 *n*.
for expulsion from railway train, 365, 372, 383, 388, 865.
against sleeping car company, 873*a*.
for expulsion from theatre, 873*b*.
against telegraph company, 896.
in detinue, 375.
not recoverable on official bond, 692.
on statutory bond, 370, 680.
on attachment bond, 683.
on bond to indemnify sheriff, 684*a*.
b. Actions sounding in tort:
may be awarded in action of tort, 370, 429.
not for tort committed by accident or mistake, 363.
action against public officer, 350, 351, 363, 365, 554, 564.
assault, 350, 352, 372, 384.
conversion, 374.
crim. con., 376.
defamation, 377.
enticement, 376.
false imprisonment, 352, 372.
flowing land, 373.
harboring wife or husband, 376.
illegal distraint, 990*a*.
injury to personal property, 351, 352, 373*a*.
injury to real estate, 373.

[References are to sections, *d.* means damage; *n.* means note.]

EXEMPLARY DAMAGES—*Continued.*
landlord upon tenant, 990.
libel, 351, 352, 377, 383.
loss of service, 376.
malicious arrest, 388.
malicious prosecution, 352, 372.
personal injury, 372.
refusal to receive vote, 562.
seduction, 376, 474.
trespass, *q. c. f.*, 350, 361, 363, 373, 383, 384.
trover, 374, 930.
c. Other actions:
in admiralty, 352, 599*b*.
under the Civil Damage Act, 1254.
for violation of copyright, 1246*b*.
for death, 584.
on dissolution of injunction, 377*b*.
not against elevated railroads, 1192.
not in actions for eminent domain in New York, 1192.
not in equity, 3 *n.*, 371.
in forcible entry and detainer, 373.
for wrongful sale of intoxicating liquor, 359, 363, 387.
in replevin, 375.
in statutory actions, 377*a*.
IV.—Against whom Allowed
against officer, 564.
ministerial officer acting in good faith not liable in, 436.
against sureties, 681*a*.
against judicial officer, 377*b*.
against principal for act of agent or servant, 378.
against corporation for act of agent, 379.
of servant, 380.
ratification or approval by master, 380*a*.
against municipal corporation, 380*b*.
for act of officer, 381.
of one of two joint defendants, 382.
against husband for wife's act, 382.
V.—Aggravation and Mitigation
general discussion, 383 *et seq.*
mitigation of, in actions for defamation, 377.
by want of malice, 383.
good faith, 383*a*.
advice of counsel, 383*b*.
belief of right: mistake, 383*c*.
provocation, 384.
aggravation, 384*a*.
d. as affected by the pecuniary condition of the defendant, 385, 490.
of the plaintiff, 490.
by fine paid in a criminal proceeding, 386.

[References are to sections, *d.* means damage; *n.* means note.]

EXEMPLARY DAMAGES—*Continued.*
VI.—Practice
evidence for, 51.
need not generally be pleaded, 1263.
when should be pleaded, 1263.
relations of court and jury in awarding, 387, 1318.
instructions to jury as to, 387.
direction to give, erroneous, 1318.
original position of jury in assessment of, 349.
amount of, in control of jury, 388, 1318.
power of the court over amount of, 388.
to set aside as excessive, 388, 1318, 1328.
when excessive, 1344.
EXEMPT from execution, seized property, 60.
EXEMPTIONS, *d.* on bond to contest claim of, 691*d.*
EXORBITANT counsel fees, not recoverable, 685*m.*
EXPECTANCY OF LIFE, evidence of, 171*a*, *n.*
of deceased to be considered in assessing *d.* for death, 574*a.*
of plaintiff, in action for death, 574*a.*
whether material in action for death of adult child, 576.
EXPECTATION of pecuniary benefit must be reasonable, 574.
of valuable services from child, in action for death, must be reasonable, 575.
EXPENSE
I.—For What Expenses Recovery May Be Had
of abating nuisance, recovery for, 948.
of arresting principal, 806.
of attempt to avoid loss. *See* Expenses of Avoiding Consequences.
of auction, 675.
of building gates, 1165.
of caring for goods, carrier entitled to, 852.
of carrying on suit not recoverable, 229.
of cattle guards, 1152*a.*
of clearing obstructed stream, 941.
of collection, deducted from profits in actions for mesne profits, 909.
of cure, recoverable on breach of warranty of chattel, 769, 772.
of curing an animal, 226*d.*
of curing defects, recoverable for breach of warranty, 772.
of defendant in obtaining possession recoverable on real covenant, 982.
of defending against proceedings to take property, 1166*a.*
of delay, recovery of, by passenger, 864.
of dissolution of attachment, recoverable on attachment bond, 682 *n.*
of effort to avoid loss by fire, recoverable on policy, 723*a.*
of examining title, when recoverable, 607.
of existing business, increase in, 1152*a.*
of extinguishing incumbrance, must be reasonable, 980.
of father, in action for death of child, 575.
of fences, 1152*a*, 1165.
of following or regaining property, 226*c*, 437.
interest on, 316.

[References are to sections, *d.* means damage; *n.* means note.]

EXPENSE—*Continued.*
of gates, 1152*a*.
of gate houses, 1152*a*.
of illness, 473, 948.
of laboring for safety of vessel, recoverable on open policy, 712.
of litigation. *See* EXPENSES OF LITIGATION: COSTS: COUNSEL FEES.
of improvements, 1017.
of keeping goods not accepted by vendee, 757.
of medical and surgical aid, 226*f*.
of medical attendance and nursing, 226*f*.
of maintaining crossing gate or tower, 1152*a*.
of making connection with new sewer, 1166*d*.
of moving houses, 1151 *n*.
of obtaining employment, 675.
of obtaining loan, when recoverable, 622.
of obtaining or defending possessions, 982.
of obtaining release from imprisonment, recovery of, 463.
of passenger returning to station, 864*a*.
of paving, 1152*a*.
of perfecting title, 226*e*, 971, 979, 980.
of performing, future, 636*l*.
of planking, 1152*a*.
of posts, 1152*a*.
of preparation for marriage, recoverable in action for breach of promise of marriage, 638*c*.
of preparation to use land, not recoverable for failure to convey, 1022.
of preparing for conveyance, recoverable in action against vendee, 1025.
of procuring goods in place of those not delivered, 741.
of procuring substitute, 226*g*.
of procuring water elsewhere, on injunction bond, 685*c*.
of protest, 707.
of pursuing property, 437.
of raising vessel, 589.
of recovery of property, 58, 540.
of release from false imprisonment, 463.
of removal to enter service, 607, 607*a*.
of removing incumbrance, 968.
property, 1169.
of repair or cure, interest on, 316.
of repairs, 226*d*, 226*f*, 838, 932, 991.
of repairs, interest on, 919.
of rescue and sale, recoverable on fire policy, 724.
of retaining crew, 589.
of salvage, on insurance policy, 712.
of salvage, recoverable in admiralty, 589.
of search for lost goods recoverable, 850.
of searching for abducted child recoverable, 469.
of searching title on breach of contract to convey land, 1017.
of securing discharge from arrest, recovery for, on bond, 686*a*.
of securing surety on bond, not recoverable, 691*c*.

[References are to sections, *d.* means damage; *n.* means note.]

EXPENSE—*Continued.*
of sign-boards, 1152*a*.
of storing and insuring goods pending injunction, 685*h*.
of testing warranted machine, recovery of, 767.
personal, how far recoverable on injunction bond, 685 *n*.
possible, of cattle guards in Illinois, 1167.
II.—In What Actions Recoverable
in admiralty, 235, 589.
on bail bond, 806.
on bill or note, 705.
against carrier, 862.
for collision, 589, 592.
on contract to convey land, 1017
for conversion, 494.
on covenant, 968.
of warranty or indemnity, 238.
to repair, 991.
for false imprisonment, 463.
for injury to land, 932.
for malicious attachment, 467.
malicious prosecution, 459.
for mesne profits, 918, 920.
for nuisance, 948.
in patent cases, 235.
on real covenant, 979, 983.
of replevin, 540.
for seduction, 473.
of tort, 233.
for trespass on land, 932.
on warranty of chattel, 772, 773.
III.—For What Causes Recoverable
by fraud, 442.
by delay in construction, 642.
by detention of passenger, 862.
by breach of warranty, 773.
by failure to transmit telegram, 881*a*.
IV.—From and for Whom Recoverable
from carrier, 862.
from co-surety, 808.
from pretended agent, 838.
from principal, 803–805.
from unauthorized agent, 835, 837.
from undisclosed principal, 238.
by agent, 238.
by landowner, 1166*a*.
by surety, 803–805.
by vendor of land, 1025.
V.—General Principles
included in exemplary *d.*, 234, 359.
not recoverable if unnecessary, 236, 804.

[References are to sections, *d.* means damage; *n.* means note.]

EXPENSE—*Continued.*
liability to pay enough without payment, 236.
must be reasonable, 239.
mesne profits reduced by payment of, 909, 918.
after suit. *See* PROSPECTIVE DAMAGES.
EXPENSES of family, may be shown in action for death, 580*a*, *n*.
EXPENSES OF AVOIDING CONSEQUENCES, 226*b et seq.*
of non-delivery, 742.
of delay in carrying passenger, must be reasonable, 862.
of injury to land, recoverable, 927.
recoverable though *d.* enhanced thereby, 226*a*.
of following and recovering property, 226*c*.
of repairing or redressing the injury, 226*d*.
of perfecting title, 226*e*.
of medical and surgical injury, 226*f*.
of procuring a substitute, 226*g*.
substitute better than the original article, 226*h*.
personal efforts to avoid loss, 226*i*.
injury suffered in attempt to avoid, 226*j*.
only reasonable recoverable, 219, 226*k*.
reasonableness of, 226*l*.
reasonableness of the means selected, 226*m*.
repairs not worth while, 226*n*.
necessity of payment before recovery, 226*o*.
EXPENSES OF LITIGATION, ch. xii.
of carrying on a suit not compensated, 229.
reason of the rule, 230.
civil and old common law, 231.
rule in actions of contract, 232.
general rule in actions of tort, 233.
in cases of aggravation, exemplary *d.*, 234.
patent and admiralty cases, 235.
other actions, 235*a*.
of a prior litigation, 236.
of dissolving injunction or discharging attachment, 237.
covenants and contracts of warranty or indemnity, 238.
notice of prior suit, 239.
implied warranty of authority, 239*a*.
plaintiff subjected to suit through defendant's breach of contract, 240.
plaintiff subjected to suit through defendant's tort, 241.
incurred in other forms of litigation, 241*a*.
in action for malicious prosecution of civil suit, 468.
not recoverable in action against officer, 565*a*.
caused by failure to abide by arbitration, 687.
caused by taking insufficient bond, recoverable on sheriff's bond, 692*i*.
for breach of warranty of title, 774.
recovery for, on contract of indemnity, 803.
on contract to satisfy mortgage, 806.
against co-surety, 808.
caused by failure to collect note, 819.

[References are to sections, *d.* means damage; *n.* means note.]

EXPENSES OF LITIGATION—*Continued.*
liability of unauthorized agent for, 835.
when recoverable on breach of contract to convey land, 1017.
EXPERT, evidence of value of services, 664*a*.
adjustment of loss by, in case of concurrent insurance, 725.
testimony of, 1291.
confined to matters of art and skill, 1292.
EXPLOSION, of dynamite, causing fright, 43*h*, *n*.
EXPOSURE caused by failure to transmit telegram, 881*b*.
d. for consequences of, 867–871.
in reaching destination after defendant's wrong, 226*j*.
of passenger to weather, 212.
recovery for consequences of, by a passenger, 867.
to injury in crossing railroad, 1165*b*.
to particular injuries, 1164.
to risk, compensation for, 866.
to weather, recovery for, in action for injury to land, 929.
EXPRESS company, lapse of policy through negligence of, 212.
EXPULSION, of passenger from station, 212.
of passenger from train, *d.* for wrongful, 864.
of passenger from train, *d.* for, 865.
risk of injury from, 866.
from railroad car. *See* CARRIER OF PASSENGERS.
from sleeping car, *d.* for, 873*a*.
from theatre, *d.* for, 873*b*.
from ferryboat, causing fright, 43*f*, *n*.
EXPULSION FROM RAILROAD CAR, avoidable consequences of, 865, 872.
d. for, 864 *et seq.*
exemplary *d.* for, 365, 372, 383, 865.
exposure caused by, 867–871.
fright caused by, 866.
indignity of, 865.
natural consequences of, 867.
EXTENSION of redress, 1119.
EXTENSION OF TIME TO DEBTOR, *d.* on breach of agreement for, 626.
EXTENTS, against sureties, recovery of expenses of litigation on, 805.
EXTORTIONATE, contract may be set aside as, 606*c*.
EXTRA-HAZARDOUS occupation of deceased may be shown in action for death, 581.
EXTRA WORK, compensation for, 655.
whether gratuitous, 673*d*.
EXTRAORDINARY services, 673*e*.
EXTRAVAGANT, liquidated *d.* must not be, 407.
EYE, excessive *d.* for loss of, 1359.

FACILITIES of warehouse, 1171*b*.
FACILITY for getting to market, increase of, is general benefit, 1129.
FACT, questions of, decided by the jury, 19.
FACTOR, recovery of higher intermediate value in action against, 524.
recovery by, against principal, 78.

[References are to sections, *d.* means damage; *n.* means note.]

FACTOR—*Continued.*
against wrongdoer, 76.
d. for wrongful sale by, 814.
liability of, to principal, 814, 833, 834.
d. against, for negligence in settling amount of insurance, 817.
for failure to remit collections, 819.
failure by, to collect purchase money notes, 819.
d. for unauthorized sale by, 821.
liability of sub-agent to, for negligence, 833.
recoupment in action by, 1066.
for advances, 1070.
FACTORY, contract to erect, 194.
entire output of, 199.
recovery for breach of contract to maintain, 606*a*.
shut down by reason of defective pipe, 212*b*, *n*.
value of land for, 252 *n*.
taking of strip through, 1149 *n*.
lots available for, 1171.
FAILURE of officer to levy, *d.* for, 549.
to arrest, *d.* for, 551.
to attach, *d.* for, 550.
to build crossing, 1167 *n*.
to comply with statute, 1110 *n*.
to return, *d.* for, 556.
to stop train, *d.* for separation from family, 43*f*, *n*.
to stop, causing grief, 43*f*, *n*.
FAILURE OF CONSIDERATION, 652.
partial, is defence *pro tanto*, 1040.
doctrine of recoupment whether founded on, 1040.
FAILURE OF TITLE, partial, 976.
FAIR, stand leased to plaintiff at, 183.
breach of agreement for exclusive space for candy stand at, 999.
FAIR GROUND, breach of exclusive right of sale on, 632.
FAITH, entry made in good, 1175. *See* GOOD FAITH.
FALLING of a brick wall, 1164.
FALSE IMPRISONMENT. *See* IMPRISONMENT.
d. for mental suffering from, 43*i*.
recovery for wounded pride caused by, 47.
trespass for, 101.
nominal *d.* for, 101.
avoidable consequences, 226*b*.
by payment of fine, 222.
personal injury in attempt to escape from, 226*j*.
reasonableness of expense incurred in consequence of, 226*l*
expense of litigation caused by, 241.
interest not allowed in actions for, 316.
exemplary *d.* for, 352, 372.
mitigated by provocation, 384.
d. for, 461–466.
d. for loss of time, 461.

[References are to sections, *d.* means damage; *n.* means note.]

FALSE IMPRISONMENT—*Continued.*
for physical and mental suffering, 462.
for expense of securing release, 463.
from remand, 464.
consequential *d.* of, 464.
aggravation of *d.* for, 465.
mitigation of *d.* for, 466.
d. for, not recoverable on bond for arrest, 686*a*.
recovery on bond of mayor for, 693.
verdict for, set aside as excessive, 1328 *n.*
excessive *d.* for, 1336.
inadequate *d.* for, 1370.
FALSE REPRESENTATIONS, *See* FRAUD.
expense of litigation caused by, 241.
interest in action for, 316.
d. for, 439.
of agent as to land bought, 829.
in sale of land, 1027.
in sale of goods, recoupment for, 1060.
in action on charter party, 1063.
FALSE RETURN, measure of *d.* for, 557.
FAME, recovery for injury to, by malicious prosecution, 458.
FAMILY, mental anguish for possibility of inconvenience of, 43*g*.
fear that quarantine would cause separation from, 47 *n.*
compensation for loss of society of, 458.
by malicious prosecution, 458.
expense of removing, 607*a*.
d. for illness of, by nuisance, 948.
danger of hurting members of, 1164.
FAMILY BIBLE, value of, 251*a*, *n.*
FAMILY CIRCUMSTANCES, evidence of, in actions for death, 580.
FAMILY OCCUPATIONS, interference with, 1165.
FAMILY PRIDE, *d.* for injury to, 480*a*.
FAMILY RELATIONS, compensation for injury to, 39, 48.
in action for seduction, 473.
affecting *d.* for defamation, 445.
FARE, illegal demand of, by carrier, 212.
obligation of passenger to pay, in order to avoid expulsion from train, 222, 865.
paid to avoid expulsion from train, may be recovered, 865.
FARM, products of, carried to market by means of river, 182.
compensation allowed by court to be based on crop of leased, 191.
contract to work on shares for five years, 193.
lease of, 208.
loss by purchase of stock not recoverable in action for failure to give possession of, 607*b*.
measure of *d.* for breach of contract to furnish, 608.
contract to lease, 608.
agreement to work on shares, 624, 989.

[References are to sections, *d.* means damage; *n.* means note.]

FARM—*Continued.*
property used as, regarded as entire tract, in eminent domain proceedings, 1154.
d. to, 1165.
value of, 1171*b*.
taken under Flowage Act, 1171*b*.
d. for permanently flooding part of, 1178.
evidence of value of use of, 1295.
FARM CROSSING, breach of contract to build, 631.
allowed for, 1167.
in Kansas, the railroad not being obliged to construct, 1167.
FARM LAND, market value of, 1163.
injury to, 184.
railroad through, 1165*a*.
FARM PROPERTY, 185.
FARMER, *d.* to character as, 153*a*, *n*.
cannot in general recover *d.* for loss of expected profit, 191.
FARMING, value of land for, 252 *n*.
FATHER-IN-LAW, *d.* for failure to deliver message announcing sickness or death of, 894*b*.
FAULT, division of loss in case of inscrutable, 587.
mutual, in case of collision, 587.
of landlord, as excuse for rent, 999*c*.
FEAR, of mental distress, for possibility of deformed child, 44.
FEAR OF DEATH, after danger removed, no recovery for, 43*f*, *n*.
direct result of injury, subject for compensation, 44.
FEDERAL COURTS, recovery of higher intermediate value of goods sold, 745.
counsel fees not recoverable in action on injunction bond, 685*j*.
d. in, on appeal or supersedeas bonds, 688.
rule in, for *d.* for fraud in conveyance of land, 1029.
FEE in existing street, taking of, 1150.
in highway, taking of, 1119 *n*.
measure of *d.* for taking by eminent domain, 1155.
owner of land is entitled to compensation for taking, 1154*a*.
taking of, 1084.
FEE SIMPLE, taking of, 1114.
FEELINGS, *d.* for injury to, by malicious prosecution, 458.
d. for wounded, in action for seduction, 473.
of parties, may be shown on breach of promise of marriage, 641.
injury to, by expulsion of passenger from train, 865.
See MENTAL SUFFERING; PAIN.
FEES of counsel, 1165. *See* COUNSEL FEES.
FELLOWSHIP, of wife, right of husband to, 48.
FENCE, failure of railroad to, 84*a*.
loss by defect in, when remote, 125*a*.
breach of obligation to, 155.
failure to, possibility of use for grazing, 170 *n*.
avoidable consequences of injury to, 201, 202.
of destruction of, 214*c*.
of plaintiff broken down, 201.

[References are to sections, *d.* means damage; *n.* means note.]

FENCE—*Continued.*
breach of contract to maintain, 205
to keep in repair, 209.
d. for improper building, 212*b*.
failure to erect, 226*b*.
cost of rebuilding, 226*d*, *n*.
breach of covenant to erect, recovery of cost of erecting, 226*o*.
recovery of litigation caused by failure to repair, 241.
value of, 531.
breach of contract to build, 107*a*, *n*., 631.
depreciation in value of material for, on injunction bond, 685*a*.
recovery for pulling down, in action for mesne profits, 910.
d. for destruction of, 938.
d. on covenant to build, 993.
d. for breach of contract to furnish material for, 999.
recoupment for failure by landlord to furnish lumber for, 1057.
injury to, 1117 *n*.
expense of, 1152*a*.
recoupment in action for rent of, 1063.
d. from throwing down, 1164.
liability of railroad to, 1167.
FENCING, expense of, 1152*a*.
increased, burden of, 1163.
costs of, 1163, 1164, 1165.
new, 1164.
additional, 1167.
FERRIAGE, private right of, 1171*a*.
FERRY, boat to, 194.
mesne profits of, 908, 909.
value of use of, 908.
d. for infringing franchise of, 944.
covenant to maintain, 992.
taking of, 1173.
condemnation of land used as, 1173.
injury to, by erection of bridge, 1173.
interference with access to, 1096.
diversion of traffic from, 1098.
FERRY LANDING, site for, 1171*b*.
FERTILIZER, breach of agreement by landlord to furnish, 164.
could not be purchased elsewhere, 191.
FIDUCIARY, interest payable by, 311*a*.
agent is, 824*a*.
not entitled to gain through breach of relation, 834*f*.
FIFTH AMENDMENT, to U. S. Constitution, 1107.
FILING location, time of, 1151.
appraiser's award, date of, 1151.
FILLED LAND, taking of, 1151.
FILLING street to old grade, 1112*a*, *n*.
and cutting of land, 1150.
drain, 1166*d*.

[References are to sections, *d.* means damage; *n.* means note.]

FILTH, percolating, whether cause of action, 33.
d. for accumulation of, 948.
d. for causing to flow into cellar, 948.
deposit of, on dock, 1112.
FINANCIAL OFFICER, bond of, 692*f*.
FINDER OF PROPERTY, recovery by, 76.
FINDINGS, special, 1149 *n*., 6.
FINE, for selling milk to customers, 164*a*.
whether recoverable in action for breach of warranty, 765.
obligation to pay rather than suffer false imprisonment, 222.
interest on, 333.
paid in criminal suit, whether exemplary *d.* mitigated by, 386.
as mitigating exemplary *d*., 386.
or forfeiture, breach of contract subjecting plaintiff to, 148.
FINGER, excessive *d.* for breaking, 1349.
for loss of, 1357.
FIRE, burning plaintiff's property, 67*a*.
whether remote, 151.
loss by putting out, 169.
d. for setting, 214.
avoidable consequences, 214.
need not be guarded against, 224.
d. for, 226*b*.
expense of reseeding after, 226*d*.
value of service in fighting, 226*i*.
compensation for plaintiff for loss suffered in attempt to extinguish, 226*j*.
for loss by setting back fire to stop, 226*j*.
expenses of litigation, 233.
exemplary *d.* for maliciously setting, 373.
breach of contract to insure against, 623.
effect of destruction by, upon recovery on contracts, 655*c*.
insurer liable for loss through efforts to extinguish, 723*a*.
d. for breach of warranty against, 765.
whether destruction of building by, excuses from payment of rent, 999*c*.
danger of, from passing trains, 1100.
obligation of tenant to restore building destroyed by, 999*j*.
increased risk from, 1149*a*.
danger from accidental, indemnity against losses by, 1163.
as element of *d*., 1165.
risk of, 1164, 1165, 1166.
no recovery for risk of, in New York cases for taking rights in highway, 1205*a*.
FIRE ENGINE HOUSE, erection of, 1123 *n*.
FIRE HYDRANT, delay in installation of, 169*a*.
FIRE INSURANCE. *See* INSURANCE, FIRE.
interest on unvalued policy of, 312.
FIRM, contract to discharge debts of, 789.
bond to pay debts of, 789.

[References are to sections, *d.* means damage; *n.* means note.]

FISH, loss of run of, 171*a*, *n*.
run of, 200.
d. for delay in delivery of, 856*a*.
FISHER, evidence of profits by, 181*n*.
compensation of, by percentage of catch, 669.
FISHERY, interference with right of, 171*a*, *n*.
FISHING, unlawfully, 99 *n*.
profits of, 182*a*, *n*.
penal sum of bond to prevent, whether liquidated *d.*, 395.
d. for injunction against carrying on, 685*e*, *n*.
FISHING TACKLE, whether baggage, 873 *n*.
FITNESS, *d.* for breach of warranty of, 766.
for purpose, breach of warranty, 164*a*.
of lot for dock purposes, 1171*b*.
FIXTURES, made for special use, loss of, 167.
value of, 254*a*, 433.
d. for removal of, 944.
d. for taking by illegal distraint, 990*a*.
d. to, by illegal entry of landlord, 990*b*.
d. for breach of covenant to allow removal of, 998.
of tenant, compensation for, in eminent domain proceedings, 1157.
FLOOD, avoidable consequences of, 214*b*.
loss by, whether remote, 151.
FLOODING, injury to tenant by, 71.
wrongful, need not be anticipated, 224.
other land, 1110 *n*.
well, 1166*d*.
cellar, 1166*d*.
part of farm, 1178.
FLOODING LAND, 88, 91, 93, 99, 101, 940, 942, 1116, 1166*d*.
whether cause of action, 33.
d. after writ, 91.
nominal *d.*, 99.
possibility of, 170 *n*.
avoidable consequences of, 214*b*.
recovery of expense of prevention of, 226*b*.
interest in action for, 316.
exemplary *d.*, 373.
by canal company, 1108 *n*., 10.
FLOODS, intermittent injury by succession of, 95.
FLORIDA, law of, as to higher intermediate value, 516.
FLOUR, contract for payment in, 279*b*.
d. for breach of warranty of, 761.
value of, 845.
error of telegraph company in transmitting price of, 885.
FLOUR MILL, wrongful raising of stream causing interruption of business of, 182 *n*.
FLOW of sewage through land, 1123.
of stream, right to, 1149*a*.
of surface water, preventing of, 1166*d*.

[References are to sections, *d.* means damage; *n.* means note.]

FLOW—*Continued.*
of water, diminution of, 1096.
interference with, 1096.
FLOWAGE, liability for, divided, 36*a*, *n.*
by several obstructions, causing injury, 36*a*, *n.*
of land. *See* FLOODING LAND.
FLOWAGE ACT, taking of farm under, 1171*b*.
FLUCTUATIONS IN VALUE of labor or materials during performance of contract, 636*j*–636*m*.
in trover, 507, 509, 514, 517, 519.
during contract, 636*j*, 636*k*.
FLUREAU v. THORNHILL, rule in, 1001 *et seq.*
FOAL, compensation for, in action for conversion of mare, 498.
FODDER, delay in delivery of engine for grinding, 153 *n.*
FOLLOWING PROPERTY, recovery of expense of, 226*a*, *n.*, 226*c*.
effect of, on amount of recovery for conversion, 497*a*.
FOOD, obtaining other, 164.
compensation for deprivation of, 457.
FOOT, excessive *d.* for loss of, 1356.
FORBEAR, contract to, 626.
FORBEARANCE, breach of contract for, 626.
FORCED SALE OF PROPERTY, loss by, whether remote, 126*e*.
FORCIBLE ENTRY. *See* ENTRY.
FORCIBLE ENTRY AND DETAINER, exemplary *d.* for, 373, 1044.
recoupment in action for, 1044.
FORECLOSURE, decree of, bears interest, 334.
sale on, after destruction by fire, 725.
injunction against, 685*h*.
d. for, in action for breach of covenent to remove incumbrances, 972.
FORECLOSURE OF MORTGAGE, recoupment in suit for, 1070.
FOREIGN ATTACHMENT, when it suspends interest, 341.
FOREIGN BILL, recovery of re-exchange on, 700.
d. for non-payment of, 700.
FOREIGN CONTRACTS, rules of *d.* as to, 274.
FOREIGN COUNTRY, contract payable in, 274.
FOREIGN CURRENCY, contract payable in, 274.
FOREIGN LAW, as to breach of contract of sale, 782 *et seq.*
as to negotiable paper, 1375.
FOREIGN MONEY, 273, 274.
time of estimating value of, 273.
value of, on default, 1274.
FORFEIT, use of word not conclusive, 406, 408.
FORFEITED PROPERTY, value of, 265.
FORFEITURE, 392.
of land for waste, 950.
of deposit to secure conveyance of land, 1026.
FORGED MESSAGE, *d.* for delivering, 878.
FORGED SIGNATURE, *d.*, where adopted, 708.
FORM of injunction bond governed by statute, 685.

[References are to sections, *d.* means damage; *n.* means note.]

FORM OF ACTION for conversion, 492.
against carriers, 840.
for trespass to land, 923.
immaterial in case of recoupment, 1044.
in which recoupment allowed, 1044.
FORMULA, 1312, 1313.
in the Roman law, 22, 1313.
FORTHCOMING BOND, 684.
d. on sheriff's bond for taking void, 692*i*.
whether sureties on, can recover costs, 804.
FORWARD CONTRACTS, obligation to make, 636*f*.
FORWARDING GOODS, liability of carrier for negligence in, 846*a*.
FOUNDRY, value of use of, 999*e*.
FRANCE, system in, previous to Code Napoleon, 25.
d. under codes of, 28*a*, *n*.
FRANCHISE, conditions of, 1112*a*.
earning capacity of, 1171*d*.
market value for, 1171*d*.
of ferry, *d.* for infringing, 944.
of turnpike company, impairment of value of, 1173.
taking of, 1107.
value of, 1171*d*, 1173.
FRATERNAL INSURANCE, recovery on contract of, 732.
FRAUD, causing disappointment or disgrace, no recovery for, 43*f*, *n*.
nominal *d.* for, 101.
expense of litigation caused by, 241.
litigation if unreasonable, not caused by, 241*a*.
as affecting the allowance of interest, 286.
interest barred because of, 301*b*.
interest on money obtained by, 303.
interest in action for, 316.
compound interest on account of, 344.
exemplary *d.* for, 367.
measure of *d.* for, 439.
by false representations, *d.* for, 439.
in procuring a contract, 439*a*.
in effecting a sale, 439*b*.
in inducing a contract of insurance, 439*c*.
in procuring a conveyance, 439*d*.
in dealing with note or mortgage, 439*d*.
in securing a loan, 439*e*.
in misrepresenting credit of third party, 439*f*.
in obtaining payment of debt owed another, 439*g*.
in issuing or selling stock, 439*h*.
in dealing with stock, 439*h*.
in promoting joint enterprise, 439*i*.
in procuring marriage, 439*j*.
in assigning goods, 439*k*.
in assigning note, 440.
in misrepresenting amount of mortgage, 440.

[References are to sections, *d.* means damage; *n.* means note.]

FRAUD—*Continued.*
in inducing manufacture of boxes, 440.
as to title of wood-lot, 440.
in inducing attachment of property, 440.
compromise of claim, 440.
useless suit, 440.
expenditure for medical treatment, 440.
as to accident insurance, 440.
in preventing bid at auction, 440.
in inducing mortgagor not to pay interest, 440.
as to age of vessel, 441.
by false representations as to credit, 441.
consequential *d.* for, 441.
in sale of horse, 441.
expenses caused by, 442.
contract broken through, 602.
effect of, on amount of recovery, 606*b*.
a ground for setting aside contract, 606*c*.
avoidance of contract for, 655*a*.
contract for services obtained by, 673*c*.
recovery on injunction bond for loss caused by, 685*b*.
in over-valuation in marine policy, 713.
in issuing or transferring negotiable instruments, 708.
recovery on negotiable paper, how affected by, 708.
rescission of contract for, 754, 762.
in sale of chattel, 777 *et seq.*, 1060.
of slave, 777.
of horse, 777.
rule generally same as in case of warranty, 777.
of mortgage, 777.
of vessel, 777.
of stock, 778, 779.
rule of *d.* for in the U. S. Supreme Court, 778, 780.
in England, 779.
whether different from rule in case of warranty, 781.
rule of *d.* on contract to convey land, whether changed by, 1009, 1010.
in sale of land, 1027 *et seq.*, 1052.
recoupment for, 973.
misrepresentation of amount of business, 1027.
of title to security, 1027.
of title to land, 1027.
of boundaries, 1027, 1028.
as to incumbrances, 1028.
of quantity, 1028.
right to tender deed in court, 1028.
rule in U. S. Supreme Court, 1029.
recoupment for, in exchange of horses, 1044.
in sale of land, 1052.
in effecting lease of land, 1056.
in sale of goods, 1060.

[References are to sections, *d.* means damage; *n.* means note.]

FRAUD—*Continued.*
in exchange of property, 1071.
in action for exchange of property, 1071.
of landlord in procuring tenant, *d.* for, 990*c*.
FRAUDS, measure of *d.* in case of contract void by statute of, 651. *See* STATUTE OF FRAUDS.
FREEHOLD, recovery by owner of, 69.
injury to, 72.
d. for severance from, 500 *et seq.*
recovery for injury to, in action for mesne profits, 911.
FREIGHT, unreasonable delay of, nominal *d.* for, 101 *n.*
avoidable consequences on failure to furnish, 211.
d. for failure to furnish, 211.
avoidance of loss of, by taking other goods, 222.
interest on overpayment of, 303 *n.*
compensation for loss of, by collision, 593.
recovery for loss of, 594.
recovery of agreed, on failure to furnish cargo, 612.
subject of marine insurance, 709.
pro rata itineris, 710.
total loss of, 710.
recovery for, on open policy, 712.
insurance on, 712, 713.
contribution of, to general average, 717.
one of the interests in jeopardy on voyage, 717.
paid on warranted machine, recovery of, 767.
due to carrier, rate of, 841.
recovery of, by carrier, 841.
right to detain for non-payment of, 844.
constitutes a lien, 844.
reduction of, as consideration for limitation of liability, 851.
d. on breach of contract to furnish, 858.
recoupment in action for, 1041, 1068.
FRENCH, value of time of teacher of, 860.
FRENCH CODE as to *d.* on bills and notes, 697, 700 *n.*
FRENCH LAW, liquidation of *d.* in, 427.
of constructive total loss, 711.
as to payment by note, 797 *n.*
as to notice of suit, 805.
as to mesne profits, 906.
as to covenants in deeds, 955.
FREQUENCY of trains, increasing, 1109 *n.*
FRESH DAMAGE will not give fresh action, 84.
FRESHETS, removal of protection against, 1117.
FRIGHT, caused by mental suffering, 43*a*.
no rule of law for non-recovery for, 43*a*.
may be ground for action, 43*b*.
by falling of laths, 43*f*, *n.*
when unnatural consequence, 43*f*, *n.*

[References are to sections, *d.* means damage; *n.* means note.]

FRIGHT—*Continued.*
causing attempted escape from danger, 43*h*.
by young child possible, 43*k*.
caused by apprehension of physical harm, recovery for, 47.
compensation for, 47.
recovery for natural consequences of, 861.
caused by failure to carry passenger to destination, 864.
caused by expulsion from train, child may recover for, 865.
on wrongful expulsion from railway car, 866.
FRIGHTENING of stock, 1165.
of teams, 1165*c*.
FRIVOLOUS DEFENCE, cost of, cannot be recovered, 808.
FRIVOLOUS SUIT, no redress for, beyond costs, 232.
FRONTAGE on river, loss of use of, 1101.
on railroad, cutting off from, 1165*b*.
FRUCTUS recoverable in Roman law, 906.
FRUIT, breach of contract to keep at certain temperature, 620 *n*.
danger of being stolen, 1165*c*.
FRUIT-TREES, *d.* for destruction of, 933.
taking of, 1167 *n*.
FUEL, delay in delivery, 152.
failure to furnish gas, 164.
notice of intended use as, 166.
d. for breach of contract to supply, 607 *n*.
FUNCTIONS of court and jury separate, 1317.
FUNDS, notice of special use for, 168.
bond for management of, 682*c*.
FUNERAL, hearse for, 43*j*.
delayed, 168.
FUNERAL EXPENSES, whether recoverable in statutory action for death, 573.
FURNACE, *d.* for furnishing defective, 212*b*, *n*.
FURNITURE, *d.* for seizure of, 214.
second-hand, value of, 251.
effect of exposure to contagion on value of, 265.
value of, 495.
recovery of expense of removing, 607*a*.
FURTHER TAKING, 1116.
FUTURE deposits of soil, 1120.
injuries which are possible results, 170.
prospective loss, 172.
medical attendance recoverable, 226*f*.
FUTURE CONSEQUENCES. *See* PROSPECTIVE DAMAGES.
FUTURE DAMAGES. *See* PROSPECTIVE DAMAGES.
FUTURE DELIVERY, expense of, 636*l*.
d. on breach of contract for, 758.
FUTURE SUFFERING, recovery for apprehension of, 484.
FUTURE USE, value of property for, 253.
FUTURES, contract for, 636*f*.
d. on breach of covenant to allow removal of, 998.

[References are to sections, *d.* means damage; *n.* means note.]

GAIN PREVENTED. *See* CERTAINTY OF PROOF.
GAIUS, discovery of, 1312.
GAMBLING, injury to business of, 182*b*.
GAMBLING HOUSE, value of, 265.
GAME-COCKS, value of, 265, 432*a*.
GARDEN, taking of, 1086.
destruction of, 1166*d*.
GARDENING, truck, land adapted for, 1171*b*.
market, value of lots for, 1171*b*.
GARNISHEE, cannot retain funds for expenses of litigation, 229.
GARNISHMENT, suspends interest when, 341.
malicious, 467.
GAS, wrongful deprivation of, 42 *n*.
company notified of illness of child, 164.
for heating, failure to furnish, 143 *n*.
from coke ovens injuring crops, 191.
d. for breach of contract to drill for, 614 *n*.
action for escape of, 223.
natural, *d*. for removal from land, 935 *n*.
d. for shutting off, 945.
d. for breach of contract by lessee to sink well for, 999*k*.
risk from leakage of, 1165.
sewer, danger from, 1165*c*.
escaping, danger of, 1166*c*.
GAS WELL, value of land for, 252 *n*.
GASOLINE, engines for sale, breach of contract to supply, 182 *n*.
GATE, consequences of leaving open, 223.
contract to repair, 636*h*.
left open, between fields, 148.
expenses of, 1152*a*.
cost of operation of, 1152*a*.
expense of building, 1165.
GATE CROSSING, expense of maintaining, 1152*a*.
GATE HOUSES, expenses of, 1152*a*.
GAUGE, change from narrow to standard, 1152.
GENERAL and special *d*., distinction between, 1123 *n*.
GENERAL AVERAGE, effect of, in marine insurance, 709.
not included in estimating constructive total loss, 711.
where to be adjusted, 717.
recovery for, on marine policy, 717.
what is, 717.
what law governs allowance of, 1383.
GENERAL BENEFITS, 1128, 1129.
what is, 1129.
cannot be recovered, 1129. *See* BENEFITS.
GENERAL ENHANCEMENT, 1162.
GENERAL INJURY, 1117.
GENERAL ISSUE, matter in mitigation under, 1263.
GENERAL PUBLIC, *d*. common to, 1123.
GENERAL RULE, of public liability, 1108.

[References are to sections, *d.* means damage; *n.* means note.]

GENERAL WARRANTS, liberal *d.* in actions arising from, 350.
GEORGIA, constitution of, referred to, 1122.
law of, as to higher intermediate value, 517*a*.
rule of *d.* for escape, 554.
recovery by widow for death of husband in, 578.
provision of constitution, on eminent domain, 1123.
constitutional provisions as to benefit in, 1137.
power of remitting excess of verdict in, 1330.
GERMAN Civil Code, *d.* under, 28*a*.
GOLD, value of bond payable in, 257.
obligation payable in, 269, 270.
payment in, not overpayment, 269.
contract payable in, 270.
judgment on contract payable in, 271.
an article of merchandise, 272 *n*.
tort for loss of, 272.
d. for wrongfully mining, 502, 503.
depreciation in value of, pending injunction, 685*g*.
error in transmitting telegram for purchase of, 886.
d. for removal from land, 935.
GOLD STANDARD, 269.
GOOD FAITH in mitigation of exemplary *d.*, 383*a*.
whether affecting *d.* for defamation, 448.
bearing of, on *d.* for false imprisonment, 466.
of conductor, prevents exemplary *d.* for expulsion from train, 865.
required for allowance by disseisor for improvements, 916.
may be shown to mitigate *d.* for injury to land, 929*a*.
effect of, in actions for cutting trees, 934.
entry made in, 1175.
GOOD WILL, of business, injury to, 170*a*.
compensation for loss of, 182, 188.
of premises, 188.
value of, 254, 1083.
d. for loss of, by eviction from leased premises, 988*a*.
recoupment on sale of, 1062.
of business premises, recovery for, 1080.
compensation for, 1083, 1087.
d. to, 1094.
loss of, 1097.
GOODS, converted at one time, 85*b*.
expressly or impliedly warranted fit for purpose, 164*a*.
d. for breach of contract for manufacture of, 212*b*.
d. for wrongful shipment of, 212 *n*.
expenses caused by delay in delivery of, 226*g*.
recovery of cost of procuring elsewhere, 226*g*.
value of stock of, 248*a*.
interest on claim for failure to deliver, 312.
interest on *d.* for failure to deliver, 313*a*.
loss on purchase of, recoverable for failure to provide premises, 607*b*.
breach of agreement to allow payment of debt by sale of, 622*a*.

[References are to sections, *d.* means damage; *n.* means note.]

GOODS—*Continued.*
breach of agreement not to sell in competition, 632.
payment of note in, 695*a*.
arriving in specie, may be regarded as total loss, 710.
d. for refusal to receive, 753.
payment in, sufficient for suit by surety, 800.
wrongful shipment of, by agent, 816.
d. against agent to sell, 821.
d. for failure of carrier to transport, 842.
d. for failure of carrier to deliver, 844.
d. for failure to forward, 846*a*.
See CHATTELS.
GOODS CARRIED, *d.* to, 45*a*.
GOODS, CARRIERS OF, 840 *et seq.*
the law measures the *d.*, 840.
compensation of carrier, 841.
refusal to transport, 842.
consequential *d.*, 843.
failure to furnish cars, 843*a*.
non-delivery, value at place of destination, with interest, the general rule, 844.
value, where to be estimated, 845.
connecting lines, 846.
failure to forward goods, 846*a*.
value, when to be estimated, 847.
reduction of *d.*, acceptance of goods, 848.
insurance money, 849.
consequential *d.*, 850.
limited liability, 851.
injury during transportation, 852.
misdelivery, 853.
delay in delivery, 854.
delay in transportation by sea, 855.
consequential *d.*, 856.
notice of special *d.*, 856*a*.
delay in lading or unlading a vessel, 857.
discrimination, 857*a*.
agreement to furnish freight, 858.
GOODS SOLD, debt the early action for, 675*a*.
GOVERNMENT, assignment of claim on, 704.
GOVERNMENT OF UNITED STATES, power of, as to issuing money, 269.
GOWN, value of, 873*b*.
GRADE, breach of contract to, 618 *n*.
change of, in sidewalk, 1122.
altering, natural, of street, 1123 *n*.
filling street to old, 1112*a*, *n*.
permanent injury from change of, 1123.
taking of, 1178.
of railroad crossing, change of, 1151 *n*.

[References are to sections, *d.* means damage; *n.* means note.]

GRADE—*Continued.*
of street, change of, 217, 1110 *n.*, 1119, 1120, 1121 *n.*, 1122, 1123 *n.*, 1149 *n.*, 1149*b*, 1151 *n.*, 1164, 1165, 1168 *n.*
in Kansas, 1112*a*, *n.*
lowering of, by railroad, 1112 *n.*
statutes on change of, 1112*a*.
assessment of benefits for change of, 1128.
GRADE CROSSING, expense of construction of, 1152*a*.
GRADING, breach of contract to do useless, 619.
actual, accrual of *d.* by, 1151 *n.*
for railroad, 1171*b*.
of street, 1113, 1115, 1117, 1122.
not new burden to abutter who does not own fee, 1152*a*
is special benefit, 1130 *n.*
consequential *d.* due to, 1120.
GRAIN, contract to thresh, 151.
delay to furnish car for shipment of, 161.
d. for detention of, 538.
d. for breach of contract to harvest, 607 *n.*
contract to weigh, 612.
labor expended on, after replevin, 690.
error of telegraph company in transmitting price of, 885.
GRANDCHILD, *d.* for failure to deliver message announcing sickness or death of, 894*b*.
GRANDPARENT, *d.* for failure to deliver message announcing sickness or death of, 894*b*.
GRANITE, *d.* for failure to pay for, 752*a*.
GRANT, patent a species of, 1213.
GRANTEE OF LAND, right of, to recover for nuisance, 949.
recovery by, on warranty after parting with title, 956.
GRANTING, of location on street to railroad, 1108 *n.*
of property for public use by deed, 1109.
GRANTOR OF LAND, liability of, for nuisance, 949.
recoupment for trespass by, 1055.
GRASS, partly grown, 191.
d. for cutting, 933, 935*b*.
difficulty in cutting, 1149*a*.
GRATES, *d.* for breach of covenant to allow removal of, 998.
GRATUITOUS AGENTS, 812.
GRATUITOUS MEDICAL AID, 226*f*, *n.*
GRATUITOUS NURSING, no reduction of *d.* for, 67, 860.
GRATUITOUS SERVICES, recovery for, 483, 653, 673*d*.
GRATUITY, by which defendant has no right to profit, 67.
d. to dippers in depriving them of, 100.
GRAVEL, for failure to pay for, 752*a*.
d. for removal from land, 935 *n.*
value of, 1166*c*.
GRAVEL PIT, value of land for, 252 *n.*
GRAZING, profits of, where land always used for cropping, 184 *n.*
GRAZING LAND, separation of, from water, 1165.

[References are to sections, *d.* means damage; *n.* means note.]

GREASE, inability to sell, 164*a*.
GREAT PONDS, taking waters of, 1119.
GREECE, substitutes for money in, 266.
GREENHOUSE, to be heated, 165.
profits of, 182*a*, *n*.
sales shown for year preceding destruction of stock of, 182 *n*.
d. for breach of warranty of heating apparatus in, 766.
GRIEF, not natural consequence, 43*f*, *n*.
when remote, 43*f*, n.
for loss of child not considered in *d*., 44.
for injury to child, no recovery for, 486*c*.
for loss of husband, widow cannot recover for, 578.
at termination of engagement, may be shown in breach of promise of marriage, 638*a*.
GRIST MILL, failure to supply water, 189.
GROSS, *d*. in, for taking by eminent domain, 1154*b*.
GROSS NEGLIGENCE, what is, 368.
exemplary *d*. for, 368.
See NEGLIGENCE.
GROSSLY EXCESSIVE, liquidated *d*. must not be, 407.
verdict for exemplary *d*. set aside as, 388.
GROUND-RENT, mesne profits reduced by payment of, 918.
GROUNDS FOR SETTING ASIDE VERDICT for exemplary *d*., 388.
GUANO, value of cargo, 596.
GUARANTEE of value, 763.
of payment of a certain sum, 789.
of collection of note, 803.
to surrender premises at end of lease, *d*. for breach of, 999*j*.
GUARANTOR, measure of *d*. against, 606*b*.
of bill, whether liable for protest, 700.
GUARANTY of collection of note, 803.
of debt, 806.
GUARDIAN, ancillary, 692*k*.
bond of, 692*f*, *n*., 692*k*.
liable for proceeds of real estate, 692*k*.
interest payable by, 311*a*, 311*d*.
liable for waste in New York, 950.
GUN, whether baggage, 873 *n*.

HABEAS CORPUS, recovery of expense of, in action for false imprisonment, 463.
HABIT OF INTOXICATION, of deceased, shown in action for death, 580*a*.
may be shown on breach of promise of marriage, 641.
HACK, contract to carry sick person in, 164*a*.
HADLEY v. BAXENDALE, RULE IN, 144 *et seq*.
followed in America, 145.
meaning of, 146, 770, 891 *n*.
a rule of limitation, 147.
results of, 147*a*.
what are natural consequences under, 148, 149.
as affected by Hobbs *v*. L. & S. W. Ry. Co., 150.

[References are to sections, *d.* means damage; *n.* means note.]

HADLEY v. BAXENDALE, RULE IN—*Continued.*
breach of obligation of passenger carrier, 150, 867–871.
loss by flood, storm, or fire, 151.
natural causes supervene, 151.
what are natural consequences, 151 *et seq.*
delay or loss of machinery or supplies by carrier, 152.
deprivation of means of manufacture or trade, 153.
of money, 153*a*.
default of telegraph companies, 154, 169, 879.
of carrier of goods, 856.
failure to repair, 155.
loss upon resale, 156.
loss of sub-contract, 156, 740.
does not limit field of recovery in contract, 429 *n*.
effect of notice under. *See* NOTICE.
HALF-BREED SCRIP, value of, 531.
HAND, excessive *d.* for breaking bone in, 1349.
for loss of, 1357.
HANDS, wages of idle, 153 *n*.
necessity of discharging, 167.
HAPPINESS, compensation for loss of, 47.
HARBOR, deprivation of access to, 1093.
HARBORING, exemplary *d.* for, 376.
wife or husband, exemplary *d.* for, 376.
recoupment for, 1063.
HARD PAN, compensation for excavating, 655.
HARM, result of mental suffering, 43*h*.
HARMLESS, contract to save, 791–793.
HARNESS, recovery of nominal *d.* for, 171*n*.
value of, 251.
HARTER ACT, 596*a*.
HASTE, knowledge of necessity for, 169*a*.
HAUL, *d.* for breach of contract to, 614 *n*.
HAY, *d.* for breach of warranty of, 765.
HAZARD, salvage is reward for, 599*c*.
HEALTH, apprehension of injury to, 44.
compensation for injury to, by wrongful imprisonment, 457.
of children shown in action for death, 580.
of parties, may be shown on breach of promise of marriage, 641*b*.
of assured, evidence of, in determining value of policy, 730.
injury to, by failure to provide berth in sleeping car, 873*a*.
d. for injury to, by misrepresentation of landlord as to premises, 990*c*.
impairment of, 1117 *n*.
danger to, 1165*c*.
injuries to, 1166*d*.
HEARING, excessive *d.* for destruction or impairment of, 1359.
HEARSE, for child's funeral, 43*j*.
HEAT, *d.* for breach of covenant to furnish, 995.
HEATING APPARATUS, failure to furnish proper kind, 165.
HEDGES, exemplary *d.* for injury to, 373.

[References are to sections, *d.* means damage; *n.* means note.]

HEIFER, injury to, by trespass of bull, 435.
HEIR, recovery of mesne profits by, 912.
from what time entitled to mesne profits, 912.
dower in improvements made by, 922.
HEMP, *d.* for delay in transportation of, 855.
HIGHER INTERMEDIATE VALUE, of goods, application of rule of avoidable consequences to, 214.
connection of doctrine of, with replacement, 228*h*.
rule of, 507 *et seq.*
actions in which rule of, is applied, 507.
in actions of detinue, 507, 527.
of replevin, 507, 533.
in action for failure to deliver stock, 508.
English rule as to, 508*a*.
of pledged stock wrongfully sold, 509, 511, 521.
in actions against brokers, 509–514, 521–524.
on conversion of chattels of fluctuating value, 509.
New York rule as to, 509–512, 520–522.
at reasonable time for replacement in the market, 510, 511, 512*a*.
of stock bought on a margin, 510, 513, 521.
rule as to, in the Supreme Court of the United States, 513.
in Pennsylvania, 514.
in Alabama, 515.
in South Carolina, 515.
in Wyoming, 515.
in Florida, 516.
in Arkansas, 516.
in Mississippi, 516.
in Indiana, 516*a*.
in Iowa, 516*b*.
in Texas, 516*c*.
in Australia, 516*c*.
in California, 517.
in Dakota, 517*a*.
in North Dakota, 517*a*.
in Oklahoma, 517*a*.
in Georgia, 517*a*.
in New Hampshire, 519.
in actions for failure to deliver chattels paid for in advance, 507, 514, 517, 519, 744–749.
in contracts to carry stock, 523.
on breach of contract to hold for a rise in the market, 524.
against factors, 524.
recovery of, in action for non-delivery of goods sold, 745 *et seq.*
in case of wrongful sale by agent, 821, 822, 824.
on sale below authorized price, 822.
HIGHEST INTERMEDIATE VALUE, 228*f*.
HIGHWAY, discontinuance of, 35 *n*.
obstruction of, 35 *n*.
stagnant water in, 35 *n*.

[References are to sections, *d.* means damage; *n.* means note.]

HIGHWAY—*Continued.*
obstructing view, 35 *n.*
access from land to, 35 *n.*
wrongfully laid out, 93.
obstruction of, 101.
d. for laying railroad illegally in, 217.
recovery of expense of new road after destruction of, 226*g*.
value of land for, 252.
closing of, 1090.
construction of, 1108 *n.*
repairs of, 1108 *n.*
trespass on, not regarded as permanent, 924*a*.
taking of fee in, 1119 *n.*
additional servitude on, 1120.
railroad on, 1120.
taking of land in, 1149*b*.
across railroad, 1152*a*, 1165, 1165*c*.
turnpike road taken for, 1171*d*.
appropriation of, for railroad purposes, 1173.
HINDOO LAW, 21.
HIRE OF CHATTELS, recoupment in case of, 1063.
HOAXES, injured feelings natural consequence of, 43*j*.
HOEL DDA, laws of, 10.
fines reckoned in cattle, 10.
HOGS, refusal by purchaser to accept, 757.
d. for failure to carry through without unloading, 852.
HOLIDAY TRADE, loss of, 169*a*, *n*.
HOME, recovery for deprivation of comforts of, by nuisance, 948.
set back, 1165.
HOMESTEAD, diminution in value of, 1149 *n.*
value of, 1171*c*.
HOMESTEADER, tenant of land, as may recover compensation in eminent domain, 1154*a*, *n*.
value of interest in land taken, 1156.
HONOR, recovery for injury to, 50.
HOP-ROOTS, warranted, 191.
HOPS, value of land for growing, 252 *n.*
injury to, during carriage, 852.
HORSE, recovery for wounded feelings caused by malicious injury of, 44*a*.
represented as kind in harness, 164*a*.
recovery for use of, 171 *n.*
action for injuring, 200.
d. enhanced by attempt to cure, 226*a*.
value of, 252, 433.
d. for false representations or fraud in sale of, 441, 777.
death of, pending replevin proceeding, 691.
d. for breach of warranty of, 760, 761, 766, 773.
of title of, 774.
of quality of, 760.
d. for sale of, below agreed price, 822.

[References are to sections, *d.* means damage; *n.* means note.]

HORSE—*Continued.*
d. for failure to transport, 843.
loss of sale of, through failure to transmit telegram, 883.
recoupment for fraud in exchange of, 1044.
in action for price of, 1040.
in action for hire of, 1063.
evidence of value of, 1296.
HORSE-RACING, profits from, 182*a*, *n*.
HORSE-RAILROADS, in streets, 1182.
HORSES, frightened by locomotive, whether cause of action, 33.
probable frightening of, 1165.
HOTEL, compensation for loss of use by lessee, 155.
first class, erection of, 170.
on the bank of river, 182.
d. for failure to give possession of, 185.
failure to move building for use as, 205*n*, 608.
liquidated *d.* for breach of agreement to build, 416.
breach of contract to manage on shares, 625 *n*.
loss of profits of by nuisance, 948.
breach of covenant to stop trains at, 999.
HOTEL BILLS, recovery for, on failure to carry passenger, 862.
HOUSE, recovery for wrongful ejectment from, 44*a*.
for mortification by wrongful ejectment from, 47.
cost of repairing *d.* to, 171*a*, *n*.
contract to loan money for building house, 179 *n*.
d. for breach of contract to build, 226*o*, 615 *n*., 618 *n*., 621, 642 *et seq*.
to convey, 621.
d. for failure to complete, 633*d*.
to repair, 633*d*.
loss of, by fire, after repairs made on, 655*c*.
incomplete performance of contract to build, 656.
recovery for construction of, where work is accepted, 656.
constructed substantially according to agreement, 657.
d. for injunction against moving, 685*c*.
value of, 722.
burned without fault, no recovery for loss of, in action for mesne profits, 910.
d. for shutting off gas from, 944.
d. for destruction of, 944.
contract to build, in exchange for house and lot, 1020.
injury to, 1094.
public, diminution of custom, 1105.
fire engine, erection of, 1123.
expense of moving, 1151, *n*.
undermining of, by rains, 1164.
taking of, 1169.
public, stand for, 1171*b*.
evidence of value of, 1302.
HOUSEHOLD FURNITURE, value of, 722.
HOUSEHOLD GOODS, value of, 251.

[References are to sections, *d.* means damage; *n.* means note.]

HOUSEHOLD SUPPLIES, whether baggage, 873 *n.*
HOUSEKEEPER, recovery by, for services as nurse, 673*e*.
HOUSEWORK, compensation for loss of ability to perform, 486.
HULK, value of, 595.
HUMILIATION, compensation for, 47, 564.
recovery for sense of, in malicious prosecution, 458.
in action for false imprisonment, 462.
in action for seduction, 473.
in action for personal injury, 484.
in action for injury to land, 929.
by eviction from leased premises, 988*a*.
on unlawful execution of search warrant, 564.
of passenger by threatened expulsion from train, 865.
by refusal to admit to bath house, recovery for, 873*b*.
HURT, danger of members of family being, 1164.
HUSBAND, abusive language to, 43*g*, *n*.
assault on, 43*g*, *n*.
false report of accident to, 43*j*.
alienation of affections of, 47 *n*., 480*b*.
evidence of value of support of, 171*a*, *n*.
action for death of, 172*a*.
recovery by, for loss of *consortium* of wife, 48.
for avoidable loss of service of wife, 214*a*.
for medical aid to wife, 226*f*, *n*.
for injury to wife, 486*a*.
for death of wife, 578.
exemplary *d.* for harboring or enticing, 376.
liability of, in exemplary *d.* for tort of wife, 382.
must recover for loss of time of wife, 486.
not entitled to compensation for loss of society of wife, 573*a*.
for loss of companionship of wife, 578.
whether included in next of kin, 579.
d. for failure to deliver message announcing sickness or death of, 894*b*.
HYPOTHETICAL reduction of *d.*, 1161.
HYSTERIA, excessive *d.* for, 1360.

ICE, failure to supply, 164.
for carrying on an established business, 182.
profits of cutting, 182*a*, *n*.
contract to sell through plaintiff, 193*b*.
failure to supply, 205*n*.
taken in replevin, duty to replace, 216.
value of, 434.
replevin of, 540.
d. for breach of contract to deliver, 614 *n*.
breach of contract to make, 620 *n*.
d. on injunction bond for preventing cutting of, 685*b*.
d. for wrongful cutting, 935*b*.
d. for breach of contract to furnish water for making, 999.
ICE BUSINESS, destruction of, by pollution of stream, 182 *n*.

[References are to sections, *d.* means damage; *n.* means note.]

ICE CREAM, manufacture of, 164*a*.
injury to business, 182 *n*.
d. for breach of warranty of coloring matter for, 766.
ICE CROP, value of, allowing for contingencies of harvest, 191 *n*.
IDAHO constitution, provisions as to benefits in, 1145.
IDIOT, no exemplary *d.* against, 363.
ILLEGAL distress, 100, 944, 1057.
property, value of, 265.
seizure, 565.
purposes, value of goods used for, 943.
distraint, *d.* against landlord for, 990*a*.
entry on demised premises, *d.* for, 990*b*.
act, *d.* on bond for injunction against, 685.
ILLEGALITY, effect of, on value of property, 265.
on amount of recovery, 606*b*.
ILLINOIS, attempted distinction in, between exemplary and punitive *d.*, 386.
statutory presumption in action for death in, 584*a*.
taking of property under constitution of 1870, 1121.
special *d.* in, 1121.
rule of eminent domain in, 1121.
meaning of "damaged" in, 1121.
English decisions on eminent domain cited in, 1121.
constitution of, referred to, 1122.
constitutional provisions as to benefit in, 1138.
d. when land not taken in, 1151 *n*.
possible expense of cattle guards in, 1167.
ILLNESS, *d.* for, from carrier's default, 150, 862, 863.
message conveying intelligence of, 169.
of passenger, caused by walking to destination, 212.
caused by fault of carrier, 226*j*.
resulting from false imprisonment, compensation for, 464.
interruption of services by, 672.
caused by delay in transportation, recovery for, 862.
resulting from delay in transporting passenger, recovery for, 863.
caused by wrongful expulsion of passenger, 867 *et seq*.
caused by expulsion from sleeping car, *d.* for, 873*a*.
caused by failure to deliver telegram to physician, 881*b*.
d. for failure to transmit message announcing, 894.
of relative, *d.* for failure to transmit telegram announcing, 894*b*.
caused by flooding land, recovery for, 942.
recovery of expenses of, caused by nuisance, 948.
recovery for, on eviction from leased premises, 988*a*.
recovery by tenant for, on breach of covenant by landlord to repair, 992.
d. for, by failure of landlord to heat, 995.
ILLWILL, exemplary *d.* for, 364.
IMAGINATIVE, physical injury distinguished from, 42.
IMPAIRED ACCESS, 1164.
IMPAIRMENT of access, 1117.
by elevation of roadway, 1123.
by viaduct, 1121.

[References are to sections, *d.* means damage; *n.* means note.]

IMPAIRMENT—*Continued.*
of earning power, excessive *d.* for, 1354.
of health, 1117 *n.*
of mental power, 172*a*.
of physical capacity, recovery for, in action for physical injury, 485.
of physical power, 172*a*, 485*a*.
of usefulness for manufacturing purposes, 1165*b*.
of value of franchise, 1173.
IMPEDING ACCESS, 1165*a*.
IMPERFECT PRIVILEGE, *d.* for defamation affected by, 448*b*.
IMPLIED CONTRACT. *See* QUANTUM MERUIT.
of indemnity, 785.
measure of recovery on, 649 *et seq.*
I.—NO EXPRESS CONTRACT
quantum meruit, 649.
measure of compensation on a *quantum meruit*, 650.
contract void by statute of frauds, 651.
failure of consideration, 652.
compensation for work and labor, 653.
waiver of tort, 654.
deviation from contract by consent, extra work, 655.
II.—RESCISSION OF EXPRESS CONTRACT
nature of rescission, 655*a*.
rescission for default of defendant, 655*b*.
rescission by act of God or of the law: impossibility of performance, 655*c*.
cancellation according to the terms of the contract, 655*d*.
rescission by mutual consent or mistake, 655*e*.
III.—EXPRESS CONTRACT PERFORMED
full performance of express contract, 655*f*.
acceptance of work not according to the contract, 656.
substantial performance, 657.
IV.—EXPRESS CONTRACT UNPERFORMED
abandonment or substantial non-performance of contract, 658.
jurisdictions refusing recovery, 659.
jurisdictions allowing recovery; Britton *v.* Turner, 660.
rule in Vermont, 661.
measure of recovery, 662.
recovery by an infant, 663.
IMPORTER, obligation of, to pay fine, 148.
IMPOSITION of servitudes on property, 1116.
IMPOSSIBILITY not required by rule of avoidable consequences, 220.
of performance, rescission for, 655*c*.
IMPRISONMENT. *See* FALSE IMPRISONMENT.
recovery of *d.* for, 43, 457.
discharge from, 101.
IMPROPER CONSTRUCTION of causeway, 1123 *n.*
of railroad, 1110 *n.*
IMPROVEMENTS, when allowed in ejectment, 903, 904.
good faith required for allowance of, 903, 904, 916.
value of use of, not recoverable as mesne profits, 909*a*.

[References are to sections, *d.* means damage; *n.* means note.]

IMPROVEMENTS—*Continued.*
interest on, 909*a*.
value of use of, in actions for mesne profits, 909*a*.
when allowed in action for mesne profits, 915.
allowed for, must be of lasting value, 917.
value of, how measured, 917.
right of dower in, 922.
in case of breach of covenant of warranty, 958, 959, 963 *n.*, 964 *n.*
recovery of cost of, on covenant against incumbrances, 971.
recovery of value of, on eviction, 988*a*.
d. on breach of covenant to make, 993.
d. on covenant to submit value of, to arbitration, 997.
value of, 997.
money spent for, recoverable on refusal to convey land, 1012*a*, 1017.
value of, included in value of land, 1018.
expense of, recoverable on misrepresentation of title to land, 1027.
on land taken, recovery for, 1104.
incidents of, 1108.
change in structure of, 1109.
negligence in planning, 1110 *n.*
by town or cities, 1112, 1126. *See* MUNICIPAL IMPROVEMENTS.
in street, 1123 *n.*
placed on land taken after order of condemnation, 1151.
on adjoining land, 1162.
proposed, 1162.
evidence of cost of, 1171*e*.
market value without, 1171*e*.
affixed to land, 1174.
placed on land by railway, 1175.
compensation for, 1176.
INABILITY to make title, *d.* for breach of contract to convey land because of, 1010.
INADEQUATE consideration, 606*b*.
of bill or note, 659.
price paid by plaintiff does not reduce mesne profits, 908.
verdict in action for death, 582.
INADEQUATE DAMAGES, 1368.
failure to allow *d.* where compensation should be given, 1369.
what are, 1370.
for torts in general, 1370.
for personal injuries, 1371.
for death, 582, 1372.
INCIDENTAL injury, to land not taken, 1112*a*, *n.*
INCIDENTS of improvement, 1108.
INCOME which would have been received from labor, 180.
of deceased may be shown in action for death, 580*a*.
from investments, not considered in *d.* for death, 574.
of land does not measure mesne profits, 908.
of officer, on which bond applicable, 692*e*.
of real estate, not chargeable on bond of executor or administrator, 692*j*.

[References are to sections, *d.* means damage; *n.* means note.]

INCOMPETENCE of physician, whether chargeable to injured party, 221*b*.
aggravation of injury by, 221*b*, *n*.
INCOMPLETE PERFORMANCE, acceptance of, 656.
INCONTINENCE, may be shown on breach of promise of marriage, 641.
INCONVENIENCE, when compensated, 42.
not unless physical, 46*a*.
no evidence of value of, 171*a*.
indemnity against, 793.
d. for, 862, 864, 1123, 1165.
of access, 1164.
to business, 1152*a*, 1169.
at connections, 1150.
of crossing, 1165.
in crossing railroad tracks, 1164, 1165*b*.
personal, 1094, 1097.
to tenants, 1165.
caused by breach of contract, 42.
delay in construction, 642.
injury to passenger, 860.
delay in carrying passenger, 862.
failure to carry passenger to destination, 864.
carriage of passenger beyond station, 864*a*.
expulsion from train, 865.
failure to transmit telegram, 881*b*.
flooding land, 942.
flooding cellar, 948.
nuisance, 948.
eviction from leased premises, 988*a*.
division of property, 1163.
noise, 1163.
no *d.* for, where railroad crossing is laid out over railroad, 1152*a*.
INCONVENIENT shape in which part not taken was left, 1164.
INCREASE of property, compensation for, 498, 539.
in action of conversion, 498.
in replevin, 539.
of burden, 1149*b*.
of dust, 1101.
in expense of existing business, 1152*a*.
in market value, 1162.
considered in assessing benefits for opening streets, 1128.
in noise, 1101.
in rate of insurance, 1166 *n*.
in value, from railroad, 1122.
INCREASED burden of fencing, 1163.
cost of insurance, 1166.
difficulty of access, 1163.
insurance rates, 1166*b*, *n*.
liability to overflow of water, 1164.
INCREASING frequency of trains, 1109 *n*.
number of railroad tracks, 1109 *n*.

[References are to sections, *d.* means damage; *n.* means note.]

INCUMBRANCE, agreement to pay off, 168.
expense of removing, 226*e*.
d. for placing on ward's estate, 692*k*.
d. for existence of, against agent to invest, 818*b*.
covenant to remove, 972.
d. for failure of agent to discharge, 829.
to find, 830.
by outstanding lease or right of dower, *d.* for, 976.
barred by statute of limitations, expense of extinguishing not reasonable, 980.
on land, misrepresentation as to, 1028.
INCUMBRANCES, COVENANT AGAINST, 226*c*.
nominal *d.* for breach of, 106, 953, 973, 976.
interest on breach of, 312 *n*.
what constitutes breach of, 967.
when broken, 968.
successive actions on, 968.
d. where incumbrance is removable, 968.
upon total eviction, 969.
for permanent incumbrance, 970.
compensation for improvements in action on, 971.
reasonable expenses of extinguishing incumbrances, 971, 979, 980.
broken by mortgage, 974.
upon eviction from part of land, 975.
upon partial failure of title, 976.
removed by doctrine of estoppel by deed, 977.
reduction of *d.* for breach of, 978.
extinguishment of, 979.
consequential *d.*, 980*a*.
interest, 981.
expenses of obtaining or defending possession, 982, 983.
recoupment for breach of, 1053.
INDEBITATUS ASSUMPSIT, 657.
INDEBTEDNESS, how far a *d.*, 790.
INDECENT ASSAULT, recovery for shame and humiliation by, 47.
for loss of honor by, 50.
INDECENT CONDUCT, may be shown on breach of promise of marriage, 641.
INDEFINITENESS, fatal to recovery of substantial *d.*, 170 *n*.
INDEMNITY to attaching sheriff, bond for, 684*a*.
exception to rule of, on marine policy, 716.
by principal to agent, 834.
by sub-lessee to lessee, 1000.
against losses by fire, 1163.
covenant for, in case of failure of title, 1008.
bond of. *See* BOND.
INDEMNITY, CONTRACT OF, 784 *et seq*.
litigation expenses recoverable on, 238, 803, 806.
none where suit was unnecessary, 804.
notice of suit, 805.
marine insurance is, 709.

[References are to sections, *d.* means damage; *n.* means note.]

INDEMNITY, CONTRACT OF—*Continued.*
fire insurance is, 720.
life insurance is not, 729.
between principal and surety, 784.
implied, 785.
when not implied, 785.
express, 786.
interpretation of, 787.
measure of *d.* on, 788.
against debt, 788 *n.*, 793, 795.
against liability, 788, 795.
against loss or inconvenience, 793.
to pay or discharge a debt, 789.
the rule not to be approved on principle, 790.
to indemnify or save harmless, 791.
early cases erroneous, 792.
later cases follow the true rule, 793.
no recovery without actual loss, 793*a*.
actual loss always recoverable, 794.
contracts to save from liability, etc., 795.
against judgments, 795.
against actions, suits, or claims, 795, 803.
against trouble, 795.
against costs, 795, 803.
what is payment of debt, 796.
by note, 796, 797.
must be accepted in full satisfaction, 796, 798.
by bond, 796, 799.
by land or goods, 796, 800.
by mortgage, 796, 800.
no more than actual loss recoverable, 801.
judgment against surety whether conclusive against principal, 802.
consequential *d.* for breach of, 806.
action between co-sureties on, 807.
amount of contribution, 807*a*.
insolvency or discharge of a surety, 807*b*.
interest and attorney's fees, 807*c*.
costs and legal expenses, 808.
reduction of surety's claim, 808*a*.
INDEPENDENT AGENCY, intervention of, 1164.
INDEPENDENT AGREEMENTS, no recoupment in case of, 1042.
INDETERMINATE AND DETERMINATE DAMAGES, 359.
INDIANA, rule in, for rate of interest on overdue paper, 328.
as to higher intermediate value, 516*a*.
presumption of loss in action for death in, 584*a*.
recovery of higher intermediate value of goods sold, 745.
constitutional provisions as to benefits in, 1148.
INDIGNITY, compensation for, 47.
in action for malicious prosecution, 458.
for false imprisonment, 462.

[References are to sections, *d.* means damage; *n.* means note.]

INDIGNITY—*Continued.*
for physical injury, 484.
on wrongful expulsion from railway car, 865.
from theatre, 873*b*.
of imprisonment, compensation for, 458, 462.
INDIRECT BENEFIT, 1162.
INDIRECT INJURIES, 1120.
INDIVIDUALS, liability of, 1120.
INDORSEE of bill or note, recovery by, 704.
liability of, 704.
liability of, to costs of prior suit, 705.
INDORSEMENT of note, estoppel to deny, 708.
d. for breach of warranty of, 775.
INDORSER, recovery of costs by, 705.
liability of, to expenses, 705.
INEVITABLE loss from other causes, reduction of *d.* because of, 928
accident, whether loss divided in case of, 587.
INFANT, 226*f*.
recovery by, upon leaving service before completion of contract, 663.
recovery for services of, 673*a*.
INFECTIOUS DISEASE, loss by communication of, 125.
recoupment for communication of, 1060. *See* DISEASE.
INFLUENCE, UNDUE, a ground for setting aside verdict for exemplary *d.*, 388.
INFRINGEMENT of right, nominal *d.* for, 98.
of easement, 1165*a*.
of personal pleasure or convenience, 1123.
of patent. *See* PATENT.
INHERENT DEFECT, in property replevied, 691.
INHERITANCE of property by plaintiff, cannot be shown in action for death, 583.
diminution in value of, by waste, 950.
INJUNCTION, equity operates by, 3.
preventing use of coal lands, 184.
recovery of value of time spent in securing dissolution of, 226*i*.
of expense of dissolving, 237.
against paying money, suspension of interest by, 341
no recovery on bond for loss not caused by, 685*b*.
d. recoverable on bond. *See* INJUNCTION BOND.
right to, in elevated railway cases, 1196.
patentee entitled to, 1214.
d. on dissolution of, 1286*b*.
bond for vacating, 685*o*.
INJUNCTION BOND, expenses of resisting or dissolving injunction recoverable on, 226*i*, 237.
d. recovered on, 685 *et seq.*
pending appeal, 685.
must be proved, 685.
d. in original suit, whether conclusive in action on, 685.
injunctions preventing use of land, 685*a*.
against taking a profit from land, 685*b*.

[References are to sections, *d.* means damage; *n.* means note.]

INJUNCTION BOND—*Continued.*
other injunctions concerning land, 685*c*.
injunctions against doing work, 685*d*.
against carrying on business, 685*c*.
against working mine, 685*e*.
recovery for loss of property on account of, 685*e*.
recovery of wages paid on account of, 685*e*.
against constructing a building or other work, 685*f*.
against collecting a judgment or other debt, 685*g*.
against a sale, 685*h*.
against other acts, 685*i*.
counsel fees incurred on account of the injunction, 685*j*.
in the entire litigation, 685*k*.
not chargeable to defendant, 685*l*.
amount of, recoverable, exorbitant charges, 685*m*.
other expenses of litigation, 685*n*.
liability of commissioner for accepting void, 692*g*.
"INJURED" or "damaged" property, 1118.
INJURIA SINE DAMNO, 32, 96*a*, 99, 812.
INJURIOUS, meaning of, 1149*a*.
"INJURIOUSLY AFFECTED," meaning of, 1105, 1118, 1149*a*.
INJURIOUSLY AFFECTING other lands, 1088, 1102, 1105.
INJURY.
I.—General Principles
elements of, 37.
insurance not deducted from recovery for, 67*a*.
imports *d.*, 97.
implied by law, 97.
liability for direct, though not contemplated, 112.
stipulated sum not proportioned to, a penalty, 412.
II.—In Taking by Eminent Domain
d. include consequential, 1101.
compensation for, 1106.
incidental, to land not taken, 1112*a*, *n*.
short of taking, 1149.
after completion of railroad, 1151 *n*.
estimate of, 1162.
amount of, 1163.
exposure to, in crossing railroad, 1165*b*.
III.—Kinds of
common, 1165*a*.
general, 1117.
indirect, 1120.
particular, 1164.
permanent, 1110.
from change of grade, 1123.
personal, 1090.
physical, 1117 *n*.
to property, 1121.
private, 1123.

[References are to sections, *d.* means damage; *n.* means note.]

INJURY—*Continued.*
probable, 172.
public, 1123.
renewed, 88.
special, 1117.
IV.—To What
adjacent property, 1115.
affections, 638*a*.
buildings, 1117 *n*.
business, 1169.
crops, 1175.
feelings. *See* Mental Suffering.
fences, 1117 *n*.
ferry, 1173.
goods during transportation, 852.
health, 1166*d*.
house, 1094.
land, 1120.
land not taken, 1119.
machinery, 190.
natural beauty, 1123*a*.
property, 316.
relations, 48.
right given by common law, 39.
support of property, 1116.
trade, 1090.
trees, 1166*e*.
V.—From What Cause
animals. *See* Animals.
cinders, 1165.
leakage, 1164.
noise, 1165.
operation of railroad, 1109.
seepage, 1164.
smoke, 1165.
user, 1090.
INLAND BILLS, re-exchange on, 700*a*.
INNKEEPER, liability of, for injury to guests, 873*b*.
INSANITY, injury causing apprehension of, 44.
caused by malicious prosecution, compensation for, 457.
by false imprisonment, recovery for, 457.
in family of party, may be shown on breach of promise of marriage, 641*b*.
misrepresentation as to, 1028.
excessive *d.* for, 1361.
of defendant, *d.* for slander mitigated by, 448.
INSCRUTABLE FAULT, collision by, 587.
division of loss in case of, 587.
INSECTS, *d.* for attracting, 942.
d. for generation of, by nuisance, 948.

[References are to sections, *d.* means damage; *n.* means note.]

INSOLVENCY of debtor whether provable in action against public officer, 549–551, 554–557.
provable on bail bond, 686.
d. for, on injunction bond, 685*g*.
pending appeal, recovery for, 688*a*.
of insurer, *d.* caused by, 730.
of maker, value of bill or note how affected by, 256.
of surety, effect of, 807*b*.
interest in, 311*f*.
when suspended by, 340*a*.
INSTALMENT, recoupment in action for, 1051.
non-payment of, justifies rescission of contract, 655*a*.
INSTALMENTS, debt payable by, 89 *n*.
liquidated *d.* on contract payable by, 412.
repudiation of contract performable by, 636*b*.
contract to pay debt by, 636*g*.
sale of goods to be delivered by, 737.
recoupment in contract performable in, 1051.
INSTRUCTIONS OF COURT on right to give exemplary *d.*, 387.
on questions of *d.*, 1320.
erroneous, 1321.
INSUFFICIENT bail or surety, *d.* for taking, 555.
verdict in action for death, 582.
INSULT, compensation for sense of, 47.
exemplary *d.* for, 364, 365.
compensation for, in action for physical injury, 484.
in case of expulsion of passenger from train, 865.
in action for refusal to admit to bath house, 873*b*.
in action for injury to land, 929.
recovery for, by guest of inn, 873*b*.
INSURABLE INTEREST required for policy of life insurance, 729.
INSURANCE, amount of, 67*a*.
lapse of endowment policy of, through negligence of carrier, 212.
contract to assign, 226.
value of policy of, 259.
interest upon policy of, 301.
interest on unvalued policy of, 312.
interest for failure to adjust loss on policy of, 314*a*.
d. for fraud in inducing contract of, 439*c*.
life tables used in, not conclusive evidence of probable duration of life, 581.
payment of, does not reduce *d.* for collision, 591.
breach of contract to procure, 623.
option to rebuild, in contract of, 635.
of goods pending injunction, recovery of cost of, 685*h*.
recovery on note given for premiums for, 703.
d. for negligence in procuring, 817.
increase in rates of, 1166.
INSURANCE, ACCIDENT, 731.

[References are to sections, *d.* means damage; *n.* means note.]

INSURANCE, ASSESSMENT, 732.
INSURANCE, FIRE, 720 *et seq.*
a contract of indemnity, 720.
actual loss recoverable, 720.
no abandonment in, 720.
no valued policy of, 720.
measure of *d.* on policy of, 720, 721, 722.
value of property insured, 722.
partial loss, 722.
valued policies, 722*a*.
election of insurer to rebuild; alternative contract, 723.
proximate cause, 723*a*.
consequential loss, 724.
interest on policy of, 724.
recovery by owner of a limited interest, 725.
d. on policy of, how affected by title, 725.
reduction of *d.* on policy of, 726.
clauses limiting liability, 726.
breach of contract to issue policy, 727.
loss of, through defendant's fault, 727.
reinsurance, 728.
INSURANCE, LIFE, 729, 730.
not a contract of indemnity, 729.
measure of *d.* on policy of, 729.
mutual policy, 730.
value of policy of, 730.
breach of contract to issue or continue policy of, 730.
assessment policy, 732.
INSURANCE, MARINE, 709 *et seq.*
a contract of indemnity, 709.
"one-third new for old," 709, 711, 715.
abandonment for constructive total loss, 709.
total loss on policy of, 710.
constructive total loss, 711.
open policy of, 712.
measure of loss on, 712.
value of cargo, 712.
loss of freight on, 712.
recovery of expenses on, 712.
valued policy of, 711, 713.
measure of loss on, 713.
on freight, 713.
partial loss on policy of, 714.
value of cargo upon, 714.
duties, whether included in value, 714.
limitation of recovery to loss of some magnitude, 715.
exceptions to rule of indemnity, 716.
general average, 717.
valuation of vessel and cargo in, 717.
consequential loss, whether recoverable on, 718.

[References are to sections, *d.* means damage; *n.* means note.]

INSURANCE, MARINE—*Continued.*
proximate cause in actions on, 718.
reduction of *d.* on, 719.
INSURANCE AGENT, entitled to *d.* for failure to employ, 834*b*.
commissions on renewals, 834*e*.
INSURANCE BROKER, liability of, to principal, 817.
INSURANCE COMPANY, recovery by, on premium note, 603.
against agent for wrongful insurance, 818*a*.
refusal by, to issue or continue policy of life insurance, 730.
INSURANCE MONEY not recoverable on bond of executor or administrator, 692*j*.
carrier entitled to deduction of, 849.
collection of, by landlord, no defense to action for rent, 999*c*.
INSURANCE POLICY, avoidable consequences on breach of contract to assign, 226.
interest on, 289, 301.
time from which interest runs on, 302.
value of, 259, 730.
contract to assign, 623.
to keep valid, 623.
no reduction of *d.* because of recovery on, 860.
INSURANCE RATES, increased, 1166*b*, *n*.
INSURANCE RENEWALS, compensation for loss of commission on. 834*e*
INSURE, *d.* against agent to, 817, 818.
covenant of lessee to, 999*i*.
breach of contract to, 623.
INSURER, election of, to rebuild, 723.
INTELLECTUAL TRAINING, loss of, by death of parent, 577.
INTELLIGENCE, telegraph company is carrier of, 874.
contracts to convey, 875.
INTEMPERANCE, verdict set aside for, 1326.
INTENT, recovery of interest not affected by, 342.
bearing of, on liquidation of *d.*, 408.
immaterial on breach of contract, 603.
evidence of, 1305.
INTENTIONAL, whether infliction of mental suffering was, 43*j*.
INTEREST.
I.—In General
measure of value of use of money, 171*b*, 174, 179, 282, 1179*a*.
adopted by law, 179.
effect of, on liquidated *d.*, 406.
from date of note not paid at maturity as liquidated *d.*, 411.
nature of, 282.
by agreement, 282.
origin of allowance of, 283.
time of allowance of, 1179*a*.
whether must be specially claimed in pleadings, 1264.
the conflict of laws as to the rate of, 1377–1379.
compound. *See* Compound Interest.

[References are to sections, *d.* means damage; *n.* means note.]

INTEREST—*Continued.*

II.—English Law

origin of the allowance of interest, 283.
rule laid down by Lord Mansfield, 284.
time of payment indefinite, 285.
fraud, 286.
mercantile securities, 287.
contract, express or implied, 288.
interest by statute, discretionary power of jury, 289.
by way of *d.* for detention of money, 290.
on overdue paper, 290.
result of the English cases, 291.

III.—American Law

difference between English and American law, 292.
interest as *d.*, frequently regulated by statute, 293.
money vexatiously withheld, statutory rule, 294.
allowance and amount of interest formerly matter for the jury, 295.
now usually a question of law, 296.
gradual extension of principles allowing interest as matter of law, 297.
interest by custom, 298.

IV.—Liquidated Demands

liquidated and unliquidated demands, 299.
unsatisfactory character of the test, 300.
general rule, 301.
for non-payment of money, 301.
after maturity of note, 301.
on capital of firm not advanced, 301.
on policy of insurance, 301, 724.
on liquidated *d.*, 301.
stockholders' liability, 301*a*.
contracts for the sale of land, 301*b*.
legacies, 301*c*.
time from which interest runs, 302.
interest on money payable on demand, 302*a*.
money illegally acquired or used, 303.
money paid out for the defendant, 304.
money had and received by the defendant, 305.
money received or retained by mutual mistake, 306.
rent, 307, 919.
in distraint, 307.
on mesne profits, 307, 919.
sale of goods at fixed price, 308.
time from which recoverable, 308.
after reasonable time, 308.
sale on credit, 308.
work and labor done for a fixed price, 308*a*.
demand prevented by defendant's act, 309.
simple running account, 310.
partnership accounts, 310*a*.
balance of a mutual account, 311.

[References are to sections, *d.* means damage; *n.* means note.]

INTEREST—*Continued.*
on account stated, 311.
on brokers' accounts, 311.
interest by a fiduciary, 311*a*.
executor or administrator, 311*b*.
trustee, 311*c*.
guardian, 311*d*.
agent, 311*e*.
receiver or assignee of insolvent estate, 311*f*.
V.—Unliquidated Demand
unliquidated *d.* in actions of contract, 312.
d. capable of computation, New York rule, 313.
does not extend to mutual accounts, 313.
failure to deliver goods, 313*a*.
time from which it runs, 314.
allowed at least from date of writ, 315.
demand for settlement or payment, 314.
duty to liquidate claim, 314*a*.
amount payable subject to reduction by unliquidated sum, 314*b*.
general conclusion, 315.
interest in actions of tort, 316.
on breach of warranty of chattel, 316.
value of property destroyed or converted, 317.
on property destroyed by mob, 317.
in case of collision, 317.
in case of replevin, 317.
property destroyed by negligence against carrier, 318.
change of judicial opinion in favor of interest, 319.
the rule in Pennsylvania, 320.
in Massachusetts, 321.
in the Supreme Court of the United States, 322.
interest in patent suits, 323.
interest in admiralty, 324.
VI.—Rate of Interest
general rules as to rate, 282, 324*a*, 538.
change in statutory rate of, 324*a*.
on overdue paper, 325 *et seq.*, 696, 698, 699.
contract and statute rate, 325.
conflict of authority, 326.
rules in the Supreme Court of the United States, 327.
conflict of decisions in Indiana, 328.
general conclusion, 329.
expressed intention always governs, 330.
on demand note, 330.
interest "till paid," 330.
stipulation for a higher rate after maturity, 331.
VII.—Interest in Special Cases
property taken by eminent domain, 231*a*.
on taxes, 332.
on fines and penalties, 333.

[References are to sections, *d.* means damage; *n.* means note.]

INTEREST—*Continued.*
on judgments, 334.
between verdict and judgment, 335.
in error, 336.
by U. S. judiciary act, 336.
from municipal corporations, 337.
from the state, 338.
VIII.—Relief from Payment of Interest
after payment of the principal, 339.
effect of partial payments, 339*a*.
what will relieve defendant from, 340.
laches or fault of creditor, 340.
death or insolvency, 340*a*.
tender, 340*b*.
offer of settlement, 340*b*.
war, 340*c*.
legal process, 341.
foreign attachment or trustee process, 341.
injunction, 341.
not affected by intent, 342.
IX.—Compound Interest
compound interest not originally allowed, 343.
except by mercantile custom, or for fraud, 344.
never allowed by way of *d.*, 345.
on arrears of stipulated interest, 345.
on annuity, 345.
on coupons or other separable obligations for interest, 346.
X.—Interest in Various Actions Sounding in Contract
as *d.* for breach of contract to pay money, 622*b*.
on value of property where sale is prevented, 685*h*.
on note, 696 *et seq.*
by the civil and French law, 697.
not formerly allowed, 698.
for delay in paying insurance policy, 724.
recoverable against co-surety, 807*c*.
on deposit, liability of unauthorized agent for, 838.
in action for carrier's delay in delivery, 854.
on value of goods recoverable from carrier, 844.
on expense of repairs, 919.
XI.—In Actions on Bonds
on penalty of bond, 678, 680.
on statutory bond, 680.
on injunction bond, 685.
where payment of money was enjoined, 685*g*, 685*i*.
on poor debtor's bond, 686.
on appeal bond, 688.
where sale suspended by appeal, 688*a*.
on money tied up by appeal, 688*a*.
on replevin bond, 689*a*.
on official bond, 692.

[References are to sections, *d.* means damage; *n.* means note.]

INTEREST—*Continued.*
on sheriff's bond, 692*i*.
on guardian's bond, 692*k*.
on bond of officer of corporation, 694.
XII.—In Actions Concerning Real Estate
on mesne profits, 919.
on cost of extinguishing incumbrances, 979.
in action on real covenants, 981.
none where defendant had possession without liability for mesne profits, 981.
on arrears of rent, 999*a*.
on price payable for land, 1025.
from vendee of land who makes default, 1025.
not allowed as *d.* for delay in conveying land, 1021*a*.
XIII.—In Actions Sounding in Tort
on property illegally attached, 565.
in conversion, 493.
on value of the property as value of use, 633*b*.
of vessel, 593.
XIV.—In Other Actions
in replevin, 538, 690.
in admiralty, 597*a*.
rate of, 597*a*.
on demurrage, 597*a*.
in collision cases, 597*a*.
on stipulation, 598.
in patent suits, 1244.
on profits of infringement, 1244.
on expenses, 1245.
in equity, 1256*k*.
INTEREST OF PLAINTIFF, *d.* as affected by. *See* Owner, Special.
nature of, taken by eminent domain, 1084.
value of reversionary, 1084, 1085.
in land, meaning of, 1097.
in mineral land, life, 1105.
injuriously affected, 1105.
required for recovery of compensation in eminent domain, 1154*a*.
leasehold, 1172.
in pending proceeding, 1179*a*.
INTÊRETS AND DOMMAGES-INTÊRETS, 25.
INTERFERENCE, destruction of beneficial use by physical, 1116.
with access, temporary, 1117 *n*.
with access to ferry, 1096.
with beneficial use of property, 1114.
with easement, 1096.
in street, 1123.
with flow of water, 1096.
with property, 1114.
with privacy, 1096, 1165.
with public use, 1166*b*.

[References are to sections, *d.* means damage; *n.* means note.]

INTERFERENCE—*Continued.*
with right, 1094.
with underground water, 1096.
with water rights, 1120.
INTERMEDIATE COURT, *d.* on bond given on appeal to, 688.
INTERMEDIATE VALUE. *See* HIGHER INTERMEDIATE VALUE.
INTERMIXTURE, effect of, on *d.*, 505.
INTERPRETATION, rules of, in connection with liquidated *d.*, 409.
of contract of indemnity, 787.
English rules of, criticised, 1105.
INTERRUPTION of access, 1123.
of work, 685*f*.
INTERVENING cause in action of contract, 602 *n*.
INTOXICATING LIQUORS, liquidated *d.* on breach of contract to refrain from, 415.
INTOXICATION, whether affecting *d.* for defamation, 448.
habits of, may be shown in action for death, 580*a*.
INVASION of real estate, 1116.
of easement of light, air, or access, 1116.
INVENTORY, recovery for failure to file, on bond of executor or administrator, 692*j*.
d. on guardian's for failure to file, 692*k*.
as evidence of value, 1299.
INVESTIGATION of title, attorney's negligence in, 830.
expense of, when recoverable, 835, 1017.
INVESTMENT, purchase of stock for, 228*f*.
trustee chargeable with interest for failure to make, 311*c*.
income from, not considered in *d.* for death, 574.
d. for improper, by guardian, 692*k*.
d. against agent to make, 830.
INVESTMENT POLICY, value of, 730.
IOWA, law of, as to higher intermediate value, 516*b*.
constitutional provisions as to benefits in, 1148, 1152.
cost of building fence in, 1167 *n*.
IRON, *d.* for breach of warranty of, 770.
recoupment in action for price of, 1043.
IRON WORK, *d.* for breach of contract to do, 614 *n*.
IRRELIGIOUS PAMPHLETS, value of, 265.
IRRIGATE, breach of contract to, 620 *n*.
IRRIGATION, *d.* for breach of contract to supply water for, 205 *n*., 633*e*.
d. for enjoining use of ditch for, 685*c*.
ISLAND, cannot be treated as entire tract with land on river bank, 1154 *n*.
condemnation of, for boom, 1171*e*.

JAIL, *d.* caused by bad condition of, 457.
compensation for filthy condition of, 464.
JAW, excessive *d.* for fracture of, 1351.
JETTISON of cargo, recovery for, 717.
JEWEL, proof of value of, 170*a*, *n*.
presumption of value of, 1300.

[References are to sections, *d.* means damage; *n.* means note.]

JEWELRY, evidence of profits by jobber of, 181*n*.
whether baggage, 873.
JEWISH LAW, 20.
JOINDER, of similar causes, 84*a*.
JOINT EXECUTORS, bond of, 692*j*.
JOINT OWNER OF CHATTELS, *d.* recoverable by, 83.
for injury to property, 83.
JOINT TORTS, award of *d.* for, 1279, 1280.
JOINT WRONG-DOERS, exemplary *d.* against, 382.
reduction of *d.* by part compensation by one, 57.
recovery against, 431.
liable for all *d.*, 431.
under Civil Damage Act, 1251.
JOKE, *d.* not mitigated because caused by, 432.
JOLTS, at connections, 1150.
JOURNEY, caused by failure to deliver telegram, 881*a*.
JUDEX, 1312.
office of the, under the Roman law, 18, 22, 23.
JUDGE, liable for malfeasance in ministerial duty, 692*g*.
liability on bond of, 692*g*.
relative power of, 1311.
power of, relatively to jury. *See* COURT.
JUDGMENT in tort, bar to second suit, 84.
rendered in other action, 85*b*.
satisfaction of, coupers right to do act, 94.
expense of setting aside wrongful, 226*c*, *n*.
no recovery of counsel fees in suit to set aside, 235*a*.
form of, on contract payable in gold, 271.
interest on, 334.
no exemplary *d.* for execution of, 377*b*.
assignment of, 634.
d. for breach of term of assignment of, 634.
d. for wrongful discharge of, 634.
recovery on bond to pay, 684.
d. for injunction against collecting, 685*g*.
amount of, recoverable on bail bond, 686.
recoverable on appeal bond, 688.
no recovery for loss of, by appeal which does not suspend its operation, 688*a*.
in replevin suit, amount of recoverable on bond, 689*a*.
recovery of value of, in action on sheriff's bond, 692*i*.
indemnity against, 795.
effect of, in suit against surety, 802.
in ejectment not conclusive as to period of possession, 911.
recoupment on sale of, 1061.
a bar in elevated railway cases, 1206.
form of, 1207.
arrest of, for error in awarding *d.*, 1277.
when arrested for misjoinder, 1277.
the conflict of laws as to interest upon, 1378.

[References are to sections, *d.* means damage; *n.* means note.]

JUDGMENT—*Continued.*
confessed, in condemnation proceedings, 1109, *n.*
on official bond, security for further recovery, 692.
JUDICIAL ACT, no exemplary *d.* for, 377*b*.
JUDICIAL BONDS, miscellaneous, 691*d*.
JUDICIAL OFFICER, recovery on bond of, 692*g*.
JUDICIAL OBJECTION to English rule, 1105.
JUNCTION, expenses of waiting at, recoverable, 863.
JUNIOR MORTGAGE, effect of, on amount of recovery, 497*f*.
JUNK shop, measure of *d.* for injury to owner of, 180.
JURISDICTION, affected by *d.*, 1285.
JURORS, originally witnesses, 1316.
JURY, trial by, 17.
its origin, 18.
quantum of *d.* a question for, 19.
called "chancellors," 19, 397, 605.
early indefiniteness of its powers, 19.
value found by, without evidence, 171*a*.
fact and amount of future loss a question for, 172*a*.
determines reasonableness of expense of attempt to avoid loss, 228.
discretion of, as to interest, 289, 295, 317, 321, 324.
allowance of interest formerly for, 295.
interest for negligent injury allowed in discretion of, 318.
original position of, in assessment of *d.*, 349.
allowed to give liberal *d.* under circumstances of aggravation, 350.
how far controlled by court in awarding exemplary *d.*, 387.
question of allowing exemplary *d.* for, 387.
not to be instructed to give exemplary *d.*, 387.
or not to give them, if any evidence justifies them, 387.
relation of, to award of exemplary *d.*, 387.
amount of exemplary *d.* for, 388.
subject to revision of court, 388.
discretion of, in Alabama, in allowing higher intermediate value, 515.
discretion of, in assessing future loss from death, 574.
what to consider in actions for death of minor, 575.
discretion of, in determining amount of *d.* for death, 582.
in actions of contract, 605.
former vague discretion of, in action of contract, 605.
discretion of, in allowing *d.* for breach of promise of marriage, 637.
must assess actual *d.*, in action on bond, 675*e*.
former discretion of, 811.
relative power of, 1311.
rule changed by statute, 1317.
decides all questions of fact, 1317.
judges as to exemplary *d.*, 1318.
improper reasoning by, not conclusive, 1319.
power of, to act without evidence of *d.*, 1322.
wrong measure of *d.* adopted by, 1323.
modes of computing *d.* allowed, 1324.
verdict of, when set aside as excessive, 1325*ff*.

[References are to sections, *d.* means damage; *n.* means note.]

JUST COMPENSATION, meaning of, 1150.
JUSTICE OF THE PEACE, *d.* against, for negligence, 559.
JUSTIFICATION, PLEA OF, as aggravation of *d.* for libel and slander, 447.
for false imprisonment, 466.
for breach of promise of marriage, 640*a*.
JUSTINIAN, institutes of, 1314.
JUSTINIAN'S LAWS, definition of *d.* in, 22.
as to sale of chattels, 782.
JUTE, *d.* for failure to furnish cargo of, 858.

KANSAS, change of street grade in, 1112*a*.
constitutional provisions as to benefits in, 1148.
railroad under no obligation to construct farm-crossings in, 1167.
KEEPING CATTLE OUT, annoyance of, 1164.
cost of, 1164.
KENTUCKY, rule of *d.* for death in, 574*a*.
recovery of higher intermediate value of goods sold, 746.
rule in, for *d.* on breach of covenant of warranty, 959.
"consequential damages" in, 1123.
provision of constitution on eminent domain, 1123.
constitutional provisions as to benefits in, 1138*a*.
KILLING STOCK, danger of, 1165, 1165*c*.
KIN. *See* NEXT OF KIN.
KIND of property which may be taken, 1107.
KINDNESS, of child, recovery for loss of, 576.
KINSHIP, of parties, may be shown on breach of promise of marriage, 641*b*.
KNEE, excessive *d.* for breaking, 1348.
KNOWLEDGE, of injury necessary before consequences avoided, 223.

LABEL, UNION, liquidated *d.* for breach of contract not to use, 415, 416.
LABOR, special evidence of capacity to, 171*a*, *n*.
d. for injury to capacity for, 484, 486.
recovery for loss of capacity for, 485.
expended on converted property, recovery for, 499*f*.
recovery of value increased by, in replevin, 534.
ability and disposition of deceased to, 574*a*.
breach of contract for exchange of, 621.
d. for breach of contract to expend, on property, 633*d*.
d. for loss of, by injunction, 685*f*.
bestowed on property taken by replevin, allowance for, 690.
of defendant, allowance for, in action for cutting trees, 934.
d. for breach of contract to convey land in return for, 1012.
excessive *d.* for inability to, 1354.
LABORER, leaving before expiration of time, 151.
value of services found by jury, 171*a*, *n*.
value of time of, 255.
d. for breach of contract to employ, 607.
LACHES, as barring interest, 301*b*.
interest prevented by, 311*b*, 340.
of creditor, as barring interest, 340.

[References are to sections, *d.* means damage; *n.* means note.]

LACK of legal authority, 1110.
LADING, *d.* for delay in, 857.
LAND.
I.—General Principles
nominal *d.* for injuring, 99, 101, 107*a*, *n.*
for attachment, 682.
evidence of profits of dealer in, 181 *n.*
intended for sale, 185.
expense of restoring after injury, 226*d.*
interest on a contract for sale of, 301*b.*
for failure to convey, 312.
in action for flooding, 316.
in action for removal of material from, 317.
on compensation for taking by eminent domain, 331*a.*
exemplary *d.*, 373.
deposit to secure contract to convey, whether penalty, 414.
fraud in securing conveyance of, 439*d.*
nominal *d.* for attachment of, 682.
d. on injunction preventing use of, 685*a.*
no recovery for depreciation in value of, on injunction bond, 685*a.*
d. on injunction against taking profit from, 685*b.*
miscellaneous injunctions concerning, 685*c.*
appeal from judgment for recovery of, 688*a.*
bond on obtaining license to sell, 692*j.*
proceeds of sale of, whether recoverable on executor's or administrator's bond, 692*j.*
payment in, 796, 800.
d. against agent for care of, 829.
negligence of agent to sell, 829.
agent employed to sell, entitled to what *d.* for discharge, 834*c.*
compensation for broker employed to sell, 834*d.*
liability of agent for unauthorized sale of, 835.
loss of sale of, through failure to transmit telegram, 883.
entire or repeated *d.* for injury to, 89 *et seq.*
d. after suit brought for breach of contract to convey, 89.
for causing to fall, 91, 93*a.*
for wrongfully placing structure on, 91.
for trespass on, 92.
for excavation in, 92.
for unauthorized private use or structure, 93.
for lawful use or structure, 95.
value of, 253.
for special purpose, 252.
for future use, 253.
when subject to easement, 243*c.*
when covered by water, 243*c.*
not valued in money in early times, 951.
recoupment in action for price of, 1040, 1052.
for fraud in sale of, 1052.
for breach of covenant for title of, 1053.

[References are to sections, *d.* means damage; *n.* means note.]

LAND—*Continued.*
for trespass by grantor of, 1055.
for fraud in effecting lease of, 1056.
cannot include value for speculative purpose, 1018.
profits of, whether recoverable on title bond, 1054.
special *d.* to, must be alleged, 1265
evidence of value of, 1295.
verdict for injury to, set aside as excessive, 1328 *n.*
II.—Injury to Limited Interest in
d. recoverable for injury to a limited interest in, 69 *et seq.*
to an occupant of, 70.
to a lessee of, 71, 926.
to a life-tenant of, 72.
to a mortgagee of, 73, 927.
to a reversioner, 74, 926.
to a possessor, 926.
to a tenant, 926.
to a vendee, 927.
to a lessor, 927.
to a mortgagor, 73, 927.
to a tenant in common, 74.
recovery by executor for *d.* during testator's life, 83*b*.
III.—Actions for Possession of
the general principles modified in actions concerning real estate, 898.
actions for possession of real estate, 899.
d. in real actions in the early law, 900.
ejectment, 901.
nominal *d.* in ejectment suit, 902.
ejectment, payment for improvements, 903.
improvements under Louisiana Code, 904.
mesne profits and damages, 905.
mesne profits always recoverable, 906.
d. given by the early law, 907.
general rule in actions to recover mesne profits, 908.
recovery measured by the net profits, 909.
use of improvements made by defendant, 909*a*.
waste or injury to the freehold, 910.
period during which compensation may be recovered, 911.
time from which compensation may be recovered, 912.
time to which compensation may be recovered, 913.
statute of limitations, 914.
allowance for improvements, 915.
good faith required, 916.
for what improvements allowance is made, 917.
payment of necessary expenses by the defendant, 918.
interest on mesne profits, 919.
costs and counsel fees, 920.
dower, 921.
dower in improvements, 922.

[References are to sections, *d.* means damage; *n.* means note.]

LAND—*Continued.*
IV.—Wrongful Interference with
a. General principles
injuries to real property, how compensated, 923.
single or continuing tort, 924.
permanent tort, 924*a*.
injury by digging is, 924*a*.
measure of *d.* for, 932.
loss of support, 925.
consequential *d.*, 927.
inevitable loss through other causes, 928.
aggravation, 929.
reduction and mitigation, 929*a*.
exemplary *d.*, 930.
treble *d.*, 930*a*.
b. Trespass
right of action, 931.
general rule, 932.
destruction of trees, 933.
value enhanced by defendant's labor, 934.
the rule in Wisconsin, 934*a*.
removal of minerals, 935.
removal or destruction of buildings, 935*a*.
other severance from the realty, 935*b*.
accounts between owners, 936.
destruction of annual crops, 937.
destruction of permanent crops, 937*a*.
destruction of turf, 86*b*, 937*a*.
destruction of fences, 938.
removal of soil, 939.
mills and flowage, 940.
diversion or obstruction of water, avoidable consequences, 941.
removal of chattels, 943.
other injuries to real property, 944.
cattle *d.* feasant, 945.
erection of embankment on, 98.
excavation in, 32 *n.*
trespass on, 107*a*, *n.*
obstructing use of, 184.
wrongful eviction from, 188.
wrongfully piling bushes on, 214*b*.
wrongful attachment, or levy of execution on, 565*d*.
wrongful sale of, by creditor, 944.
c. Nuisance
special *d.* necessary, 946.
general rule, 947.
removable nuisance, elements of loss, 948.
liability and right of recovery, 949.
d. Waste
action of waste, 950.

[References are to sections, *d.* means damage; *n.* means note.]

LAND—*Continued.*
e. Flooding
d. for, 33, 64, 85*c*, 86*a*, 86*b*, 88, 91, 101, 191, 942.
reduction of, 66.
injury to tenant, 71.
V.—Covenants of Title
a. Introductory
real covenants, restricted recovery, 951.
the ancient warranty, 952.
personal covenants in deeds, 953.
civil law analogies, 954.
French Code, 955.
b. Covenants of warranty and for quiet enjoyment
what constitutes a breach, 956.
recovery of consideration on total breach; New York rule, 957.
improvements excluded by New York rule, 958.
the New York rule followed in most states, 959.
good faith required, 960.
assignee's *d.*, 961.
recovery of value at time of eviction, improvements included; New England rule, 962.
general discussion of the rules, 963.
proof of consideration, 964.
where the consideration is not pecuniary, 965.
c. Covenants of seisin and right to convey
consideration with interest and expenses recoverable, 966.
d. Covenants against incumbrances
general principles, 967.
incumbrance removable, 968.
total eviction, 969.
permanent incumbrance on the land, 970.
improvements, 971.
covenant to remove incumbrances, 972.
e. General principles
nominal *d.*, 973.
mortgages, 974.
eviction from part of land, 975.
partial failure of title, 976.
after acquired title, American doctrine of estoppel by deed, 977.
reduction of *d.*, 978.
title perfected by grantee, expenses recoverable, 979.
expenses must be reasonable, 980.
consequential *d.* not recoverable, 980*a*.
interest, 981.
expense of defending or of obtaining possession, 982.
counsel fees, 983.
VI.—Actions Between Landlord and Tenant
a. Actions against landlord
failure to give possession of leased premises, 984.
consequential *d.* for failure to obtain possession, 984*a*.

[References are to sections, *d.* means damage; *n.* means note.]

LAND—*Continued.*
covenant for quiet enjoyment: early rule, 985.
exception to early rule, 986.
present rule, 987.
wrongful eviction by the landlord, 988.
consequences of eviction, 988*a*.
lease of farm for share of crop, 989.
tort by landlord against tenant, 990.
illegal distraint, 990*a*.
illegal entry on the demised premises, 990*b*.
fraud in procuring tenant, 990*c*.
covenant to repair, 991.
consequential loss, 992.
covenant to make improvements, 993.
to rebuild, 994.
to furnish heat and power, 995.
to renew, 996.
to pay for improvements, 997.
to allow removal of buildings, fixtures, etc., 998.
other covenants by the lessor, 999.
b. Actions against tenant
landlord's action to recover rent, 999*a*.
reduction and recoupment, 999*b*, 1057.
excuse from payment of rent, 999*c*.
apportionment of rent, 999*d*.
action for use and occupation, 999*e*.
abandonment of lease by tenant, 999*f*.
tort by tenant, 999*g*.
covenant to repair, 999*h*.
to insure, 999*i*.
to give up possession, 999*j*.
other covenants by the lessee, 999*k*.
costs as between lessee and sub-lessee, 1000.
VII.—Contracts for the Sale of
a. Breach by vendor
English rule, Flureau *v.* Thornhill, 1001.
cases following Flureau *v.* Thornhill, 1002.
Engel *v.* Fitch, 1003.
Bain *v.* Fothergill, present English rule, 1004.
general considerations, 1005.
American jurisdictions following the English rule, 1006.
exceptional cases; vendor refuses to convey, being able to do so, 1007.
vendor contracts with reference to complete title, 1008.
the rule of nominal *d.*, 1009.
substantial *d.* in case of bad faith, 1010.
d. for failure to convey in exchange for other land, 1010.
in case of knowledge that title is in third party, 1011.
substantial *d.* always recoverable, general rule in America, 1012.
rescission, 1012*a*.
reduction of *d.*, 1013.

[References are to sections, *d.* means damage; *n.* means note.]

LAND—*Continued.*
payment in advance, 1014.
Nichols *v.* Freeman, 1015.
quality or quantity deficient, 1016.
expenses, 1017.
measure of value, 1018.
covenant to make partition, 1019.
barter contracts, 1020.
d. in actions to enforce specific performance, 1021.
d. for delay in making conveyance, 1021*a*.
consequential *d.*, 1022.
b. Breach by vendee
difference between value and contract price recoverable, 1023.
contract price recoverable in some States, 1024.
interest and expenses, 1025.
forfeiture of deposits, 1027.
parol contract, 651.
c. Fraud in sale of land
measure of *d.* for fraud, 1027.
consequential *d.* for fraud, 1027*a*.
deficiency in quantity, 1028.
the rule in Smith *v.* Bolles, 1029.
recoupment for, 1052.
VIII.—Other Contracts Concerning
to build house on, 186.
station on, 620 *n.*
railroad on, 620 *n.*, 630.
to loan money for buying, 179 *n.*, 622.
to clear, 614 *n.*, 618 *n.*
to work on, 614 *n.*
to excavate, 618 *n.*
to plant vines on, 620 *n.*
to maintain crossings on, 620 *n.*
to establish business on, 620 *n.*
bond to give title to, 679*a*.
d. for delay in making conveyance of, 1021*a*.
IX.—Taking by Eminent Domain
a. General principles
measure of *d.* for, 1080.
injuriously affected, 1088, 1090, 1102.
interference with privacy, 1096.
meaning of interest in, 1097.
subject to covenant, 1097.
contract right to sink shaft for minerals in, 1097.
appraisal of, in Minnesota, 1112*a*, *n.*
not taken, incidental injury to, 112*a*, *n.*, 1113, 1119, 1151.
taking under New York Constitution, 1113.
use of, for other purposes, 1116, 1152 *n.*
not taken, *d.* to, by railroad, 1123 *n.*
reclaiming waste, is special benefit, 1130.

[References are to sections, *d.* means damage; *n.* means note.]

LAND—*Continued.*
unreasonable use of adjacent, 1149*a*.
recognition of, by deed, as street, 1149*b*.
improvements placed on, after order of condemnation, 1151.
occupation of, with consent, 1151 *n*.
not taken, *d.* to, in Illinois, 1151 *n*.
d. to entire tract recoverable, 1154.
claim for taking does not run with, 1154*c*.
benefit of adjacent land from improvement, 1162.
separation of grazing, from water, 1165.
support of surface by coal-bearing, 1166*e*.
possibility of procuring other, 1172.
improvements affixed to, 1174.
by railroad, 1175.
b. Nature of land taken
improved, 1104.
mineral, 1105.
highway, 1149*b*.
undeveloped, 1150.
filled, 1151.
oil-bearing, 1166*c*.
timber, 1167 *n*.
ferry, 1173.
c. Value of
value in general, 1080, 1081, 1162, 1175.
no market value, 1171*e*.
evidence of price, 1149 *n*.
for any purpose, 1085, 1149*b*.
peculiar mode of using, 1171.
value for abutment for bridge, 1171*e*.
buildings, 1171*b*.
church, 1171*b*.
lots, 1171*a*.
placer mining, 1171*a*.
railroad terminal, 1171*b*.
residence, 1171*b*.
school, 1081.
summer boarding house, 1171*b*.
track connection, 1171*b*.
truck gardening, 1171*b*.
value of land enriched with sediment from river, 1171*b*.
farm land, 1163.
near railroad, 1171*b*.
containing spring of water, 1165.
wild land, 1163.
d. For what purpose taken
boat railway, 1171*b*.
bridge, 1171*a*, 1171*e*.
dam, 1162.
levee, 1166*d*.

[References are to sections, *d.* means damage; *n.* means note.]

LAND—*Continued.*
portage railway, 1171*e*.
railroad, 1151 *n.*, 1171*b*, 1175.
reservoir, 1151 *n.*, 1162, 1171*c*.
sewer, 1102, 1110 *n.*
street, 1110 *n.*, 1149*b*.
water, 1171*b*.
widen river, 1171*b*.
e. How damaged
taking, 1080, 1099, 1113, 1120.
flooding, 1108 *n.*, 1110 *n.*, 1116, 1166*d*.
with surface water, 1123 *n.*, 1166*d*.
with sewage, 1123.
throwing stones on, 1111.
earth and trees, 1110 *n.*
encroaching on, 1123 *n.*
filling and cutting, 1150.
injuring, 1120.
raising water level, 1116 *n.*
causing to slide, 1080, 1117 *n.*
depriving of use, 1117.
LAND CERTIFICATES, contract to transfer, 1013.
LAND SCRIP, value of, 262.
LANDING FERRY, site for, 1171*b*.
LANDOWNER, costs and expenses, 1166*a*.
compensation for detriment to, 1150.
LANDS CLAUSES CONSOLIDATION ACT, 1079.
provisions of, quoted, 1105.
decisions under, referred to, 1113.
construction of, 1118.
See EMINENT DOMAIN.
LANGUAGE, intentionally insulting, 43*j*.
annoying, overheard, 43*f*, *n*.
LANGUAGE OF CONTRACT not conclusive as to liquidated *d.*, 408.
LANDLORD, tenancy at will wrongfully terminated by, 87.
breach of agreement to repair, 209.
out of possession need not make repairs, 210.
recovery by, on replevin bond, 691*b*, *n*.
recovery by, 927.
recovery by, for injury to land by tenant, 936.
recoupment by, 1042.
for tort of, 1058.
recovery by, for taking by eminent domain, 1157.
a. Actions against landlord
failure to give possession of leased premises, 984.
consequential *d.* for failure to obtain possession, 984*a*.
covenant for quiet enjoyment: early rule, 985.
exception to early rule, 986.
present rule, 987.
wrongful eviction by the landlord, 988.

[References are to sections, *d.* means dāmage; *n.* means note.]

LANDLORD—*Continued.*
consequences of eviction, 988*a*.
lease of farm for share of crop, 989.
tort by landlord upon tenant, 990.
illegal distraint, 990*a*.
illegal entry on the demised premises, 990*b*.
fraud in procuring tenant, 990*c*.
covenant to repair, 991.
consequential loss, 992.
covenant to make improvements, 993.
to rebuild, 994.
to furnish heat and power, 995.
to renew, 996.
to pay for improvements, 997.
to allow removal of buildings, fixtures, etc., 998.
other covenants by the lessor, 999.
b. Actions against tenant
landlord's action to recover rent, 999*a*.
reduction and recoupment, 999*b*.
excuse from payment of rent, 999*c*.
apportionment of rent, 999*d*.
action for use and occupation, 999*e*.
abandonment of lease by tenant, 999*f*.
tort by tenant, 999*g*.
covenant to repair, 999*h*.
to insure, 999*i*.
to give up possession, 999*j*.
other covenants by the lessee, 999*k*.
costs as between lessee and sub-lessee, 1000.
LANDLORD AND TENANT, nominal *d.* in actions between, 101.
avoidable consequences in actions between, for failure to repair, 209, 210.
actions between, 2044.
LATERAL SUPPORT, removal of, 1110 *n.*, 1123 *n.*
right of, 1149*a*.
See SUPPORT OF LAND.
LAW, Anglo-Saxon, 7.
wager of, 16.
Jewish, 20.
Hindoo, 21.
Roman, 22.
measure of *d.* a matter of, 31.
even in tort with no aggravating circumstances, 429.
effect of error of, 84.
allowance of interest a matter of, 296, 297.
compensation for breach of contract a matter of, 606.
measure of *d.* a question of, 606.
rescission of contract by act of, 655*c*.
performance of contract prevented by, 655*c*.
interruption of performance of service by, 672.
d. against agent a matter of, 811, 817.

[References are to sections, *d.* means damage; *n.* means note.]

LAW—*Continued.*
d. against carriers a matter of, 840.
set-off at, 1031.
liability for acts not actionable at, 1121.
early, in Louisiana on eminent domain, 1123.
civil. *See* CIVIL LAW.
LAW, COMMON, usually gives redress by awarding pecuniary *d.*, 2, 4.
aim of, as to *d.*, 29, 30.
relieves only in case of actual injury, 96.
LAWN, *d.* for breach of contract to grade, 614 *n.*
LAWYER, injury to, 180.
LAYING of sewer, 1123 *n.*
LAYING OUT of streets, 1151 *n.*
of way, 1151 *n.*
private way as public way, 1178.
LAYING TRACKS without owner's consent, 1175.
LEAKAGE, *d.* from, 1164.
from canal, 1164.
of gas, risk from, 1165.
LEASE, failure to give possession under, inconvenience of other quarters, 42.
wrongful termination of, 90.
covenant not to assign, 148.
value of, 188, 1157.
consequential *d.* for breach of, 167, 185, 1022.
avoidable consequences for breach of, 208, 221.
of barge for freighting, 211.
covenant in, to furnish power, 212*b*.
of theatre, *d.* for breach before time for performance, 213.
avoidable consequences of breach of covenant for quiet enjoyment, 218.
offer of other premises after breach of contract to make, 222.
recovery of cost of removal after breach of, 226*g*.
recovery of time spent in looking up other premises on breach of contract for, 226*i*.
value of document containing, 260.
value of indenture of, 260.
interest on *d.* for breach of covenant in, 312 *n.*
liquidated *d.* for breach of covenant to assign, 400.
for delay in surrendering possession at termination of, 419.
whether provision for payment of rent in advance is penalty, 414.
of oil land, *d.* for breach of, 423.
recovery of loss of stock of goods, as *d.* for breach of, 607*b*.
d. for breach of contract to give, 618 *n.*
d. on covenant against incumbrances because of existence of, 969, 971.
d. for incumbrance of, 976.
d. for, 984.
loss of profits on, 984.
recoupment for breach of covenant in, 1057.
recoupment for fraud in effecting, 1056.
evidence of value of, 1295.
covenant in. *See* COVENANTS.

[References are to sections, *d.* means damage; *n.* means note.]

LEASED PREMISES, contract to keep free from brush and burrs, 999*k*.
LEASEHOLD, taking of, 1084.
diminution in value of, 1117.
LEASEHOLD INTEREST, value of, in eminent domain proceedings, 1156, 1157.
affected, 1172.
LEAST BENEFICIAL ALTERNATIVE, rule of, 421.
LEG, oblique break of, 172.
excessive *d.* for breaking, 1348.
for loss of, 1356.
for crippling, 1355.
LEGACY, interest on, 301.
contract to give, 606*a*.
whether recoverable on bond of executor or administrator, 692*j*.
recovery on parol contract to leave, 651.
covenant to pay, 789.
LEGAL AUTHORITY, lack of, 1110.
LEGAL RELIEF, necessary incompleteness of, 32.
LEGAL SERVICES, contract for payment of, 612.
LEGAL SIGNIFICATION of "property," 1117.
LEGAL TENDER. *See* PAYMENT, MEDIUM OF.
adoption of new, 269.
account, 270, 271, 274.
LEGES AETHELBIRTHI, 9.
LEGITIMATE PURPOSES, value for, 1171*a*.
LESSEE, liability of corporation in exemplary *d.* for act of, 380.
failure of, to return property in good condition, 633*b*.
recovery by, on fire policy, 725.
d. to, 1169.
LESSEE OF CHATTELS, *d.* recoverable by, 76.
against owner, 78.
LESSEE OF LAND, *d.* recoverable by, 71, 926.
for temporary injury, 71.
for permanent injury, 71.
how affected by covenant to repair, 71.
deposit by, whether liquidated *d.*, 414.
for years, insurable interest of, 725.
recovery by, 76, 926.
d. on breach of covenant by, to repair, 999*h*.
LESSEE'S DAMAGES included in those of lessor, 1084.
LESSOR, recovery by, 80.
d. on breach of covenant by, to repair, 991.
taking of land leased back to, 1105.
LESSOR'S DAMAGES include lessee's, 1084.
LETTER, failure to deliver to wife of plaintiff, 154.
LEVEE, building of, 1109 *n*.
obstruction by, to drainage, 1166*d*.
LEVEE PURPOSES, condemnation for, 1123 *n*.
taking of land for, 1166*d*.
LEVEL of water on land, raising, 1116 *n*.

[References are to sections, *d.* means damage; *n.* means note.]

LEVY, failure of officer to, 549.
d. against sheriff for insufficient, 558.
of execution, *d.* for wrongful, 565.
d. for injunction against, 685*g*.
d. on sheriff's bond for neglect, 692*i*.
LEWIS, on eminent domain, quoted, 1149*a*.
LIABILITY, when stands in place of actual *d.*, 236.
in case of loss by collision of third parties, 588.
limitation of, in admiralty, 590.
of endorser, measure of, 704.
limitation of, on policy of insurance, 726.
contract to save from, 788, 795.
of carrier of goods, limitation of, 851.
of carrier of passengers, nature of, 859.
for loss of baggage, 873.
of telegraph company, nature of, 875.
limitation of, 876.
general rule of public, 1108.
for negligence, effect of release of *d.* on, 1110 *n*.
of city, for ultra vires act, 1110 *n*.
of individuals, 1120.
for acts not actionable at law, 1121.
increased to overflow of water, 1164.
of stock being killed, 1165*c*.
of railroad to fence, 1167.
LIBEL. *See* DEFAMATION.
causing mental anguish to mother, 43*g*.
recovery for, 47.
two statements of, in single publication, 85*b*.
nominal *d.* for, 98.
no *d.* shown, 107*a*, *n*.
d. for wrongful placing, upon a vessel, 214.
recovery of litigation expenses in, 234.
no interest in action for, 316.
exemplary *d.* for reckless publication of, 351, 352, 368, 377.
good faith may mitigate exemplary *d.* in action for, 383*a*.
d. for aggravation by malice or wantonness, 384*a*.
for mental suffering by, 443.
verdict for, set aside as excessive, 1328 *n*.
LIBEL AND SLANDER, right of action for, 443.
special *d.* for, 443.
general rule, 443.
consequential *d.*, 444.
repetition by a third person, 444*a*.
aggravation, 52, 445.
social and pecuniary position of the parties, 445.
by character and standing of newspaper, 445.
not by wealth of proprietor of newspaper, 445.
by social position of plaintiff, 445.
not by poverty of plaintiff, 445.

[References are to sections, *d.* means damage; *n.* means note.]

LIBEL AND SLANDER—*Continued.*
by repetition by defendant, 446.
other charges by the defendant than that alleged, 446.
plea of justification, 447.
mitigation, 52, 448.
insanity of defendant, 448.
drunkenness of defendant, 448.
heat of political campaign, 448.
disproof of actual malice, 448*a*.
imperfect privilege, 448*b*.
belief in truth of charge, 448*c*.
repetition of earlier charge made by another, 448*d*.
provocation, 449.
disproof of *d.*, 450.
disbelief in truth of the words, 450.
rumor of truth, 451.
bad character and reputation of plaintiff, 451.
truth, 452.
retraction, 453.
rule in Louisiana, 454.
LIBELLOUS PORTRAIT, value of, 265.
LIBERTY, compensation for injury to, 39, 49, 458
personal, 49.
exemplary *d.* for injury to, 51.
loss of, by malicious prosecution, 458.
recovery for loss of, in action for false imprisonment, 462.
LICENSE, not obtained by defendant who did the work, 148.
expiration of, during replevin proceedings, 691.
liability of judge for refusal to issue, 692*g*.
to sell real estate, bond given by administrator on obtaining, 692*j*.
power to grant, 1080.
LICENSE TO USE PATENT, liquidated *d.* for breach of term of, 416.
LICENSE FEE under patent, 1216.
apportionment of, 1221.
a species of market price, 1222.
where different rights are involved, 1224.
in equity, 1225.
where none is established, 1226.
LICENSEE of land without title cannot recover in eminent domain proceedings, 1154*a*.
LIEN, recovery on indemnity bond against, 238.
interest on money paid to satisfy, 304.
d. for breach of warranty of freedom from, 774.
freight constitutes, 844.
d. for destruction of, by misdelivery, 853.
recoupment in action to enforce mechanic's, 1044.
recoupment in action to enforce vendor's, 1052.
LIENHOLDER, recovery by, 55*a*.
LIENOR, *d.* recoverable by, 76.
d. against owner recoverable by, 78.

[References are to sections, *d.* means damage; *n.* means note.]

LIENOR—*Continued.*
d. recoverable by owner against, 80.
LIFE, inability to enjoy, basis of recovery, 46*a*.
value of, 263, 572.
not calculable in money, 729.
exemplary *d.* for gross negligence endangering, 368.
plaintiff's expectation of, considered in actions for death, 574*a*.
evidence of probable duration of, 581.
breach of contract to employ for, 666.
evidence of duration of, 1306.
excessive *d.* for shortening, 1362.
LIFE ESTATE, *d.* for incumbrance by outstanding, 976.
LIFE INSURANCE. *See* INSURANCE.
value of policy of, 259.
LIFE INTEREST, in mineral land, taking of, 1105.
LIFE TABLES used to estimate *d.* for permanent disability, 484.
admissible in evidence, 485, 581, 1306.
not conclusive, 485, 1306.
LIFE TENANT of chattels, *d.* recoverable by, 83.
of land, *d.* recoverable by, 72.
recovery by, on policy of insurance, 725.
liable for waste in New York, 950.
may recover compensation in eminent domain proceedings, 1154*a*.
compensation recoverable by, for taking by eminent domain, 1156.
LIGHT, *d.* for interrupting easement of, 944.
of warehouse, affecting, 1104.
and air, destruction of easements of, 1115.
invasion of easement of, 1116.
obstruction of, 1121.
easements of, 1165*a*.
and air, obstruction of access, 1092.
LIGHTS, must be ancient, 32 *n*.
obstruction of, 93, 1096.
by wall, 74.
LIGHTSHIP, value of, 243*b*.
LILIES, value of, 496.
LIMITATION of amount of recovery for death, 571*a*.
LIMITATION OF LIABILITY, in admiralty, 590.
on policy of insurance, 726.
of carrier, 851.
of telegraph company, 876.
LIMITATIONS, statute of, 86*b*.
runs from breach, 84.
recovery of mesne profits how affected by, 914.
LIMIT OF TIME for claiming *d.*, under statute, 1151 *n*.
LIMITED OWNERSHIP, *d.* as affected by, 68.
d. recoverable by owner of limited interest in land, 69.
by an occupant of land, 70.
by a lessee of land, 71.
by a life-tenant of land, 72.

[References are to sections, *d.* means damage; *n.* means note.]

LIMITED OWNERSHIP—*Continued.*
by a mortgagee or mortgagor of land, 73.
by a reversioner, 74.
by a tenant in common of land, 75.
by a possessor of chattels against a stranger, 76.
in replevin by one who counts on possession merely, 77.
by the possessor of chattels in an action against the owner, 78.
by a possessor of chattels where the owner cannot recover the full value, 79.
by an owner of chattels out of possession, 80.
by a party to a conditional sale, 80*a*.
by the mortgagor or mortgagee of chattels, 81.
between the parties to a mortgage of chattels, 82.
by the part owner of chattels, 83.
interest of creditor in property fraudulently transferred, 83*a*.
recovery by owner of, for conversion, 497*b*.
recovery in replevin by owner of, 531*a*.
in property replevied, 691*a*.
in property affecting recovery on replevin bond, 691*b*.
recovery on marine policy by owner of, 712*a*.
recovery on policy against fire by owner of, 725.
recovery by owner of, for trespass on real estate, 926.
See OWNER, SPECIAL.
LIMITING CAPACITY of business, 1152*a*.
LINE, other than stipulated, construction on, 1152 *n*.
depth of, 1166*c*.
LIQUIDATED DAMAGES, connection of, with alternative contracts, 281, 421–424*a*.
interest on, 301, 333.
interest at stipulated rate after maturity amounts to, 331.
amount of *d.* stipulated by the parties, 389.
refusal of courts to enforce a penalty, 390.
liquidated *d.* and penalty, 391.
classification of the subject, 392.
general observations, 393.
recovery beyond penalty, 393 *n*.
early English cases, 394.
decisions in the Court of Chancery, 395.
Lowe *v.* Peers, 396.
Fletcher *v.* Dyche, 397.
leading cases, Astley *v.* Weldon, 398.
Kemble *v.* Farren, 399.
early New York cases, 400.
Dakin *v.* Williams, 401.
Tayloe *v.* Sandiford, 402.
Streeper *v.* Williams, 403.
Bagley *v.* Peddie, 404.
on actor's contracts, 398, 399.
on exchange or conveyance of land, 400, 1020.
on sale of newspaper, 401.

[References are to sections, *d.* means damage; *n.* means note.]

LIQUIDATED DAMAGES—*Continued.*
for delay in construction, 402.
on failure to convey land, 403.
on agreement of apprenticeship, 404.
general rule, 405.
intent of the parties, 406.
principle of compensation must be observed in fixing, 406.
the liquidation must be reasonable, 407.
language not conclusive, rule in case of doubt, 408.
breach of contract necessary, 408*a*.
rules of interpretation, 409.
penal sum collateral to object of contract, 410.
stipulated sum for non-payment of smaller sum, 411.
not allowed where *d.* only nominal, 411.
stipulated sum obviously greater than the *d.*, 411*a*.
stipulated sum not proportioned to injury, 412.
one sum stipulated for breach of contract securing several things, 413.
deposit and advance payments to be forfeited on default, 414.
contracts performed in part, 415.
stipulated sum in liquidation of uncertain *d.*, 416.
forfeiture to State or city to secure contract of public interest, 416*a*
breach of contract of sale, 417.
of agreement not to carry on business, 418.
for delay in completing performance, 419.
stipulations to evade the usury laws, 420.
valuation and pre-ascertainment, 420*a*.
the canons of interpretation in the light of recent cases, 420*b*.
stipulated *d.* and avoidable consequences, 420*c*.
alternative contract. Rule of least beneficial alternative, 421.
Deverill *v.* Burnell, 422.
ordinary rule, 423.
alternative contracts and liquidated *d.*, 424.
general conclusions; the "Abnegated Option," 424*a*.
stipulation of *d.* strictly construed, 425.
postponement of performance, effect of, 425.
consequences of liquidating *d.*, 426.
binding upon both parties, 426.
specific performance, whether liquidated *d.* take away right to, 426.
bail, effect of liquidating *d.* on right to hold to, 426.
statutory regulations of liquidated *d.*, 426*a*.
civil law, 393, 427.
Roman law as to, 392.
under French Code, 427.
under Louisiana Code, 427 *n.*
for breach of contract of service, 668.
for wrongful discharge of domestic servant, 668.
debt on bond, 675*a*.
d. within penalty, 675*b*.
assignment of breaches, 675*c*.
only actual loss recoverable, 675*d*.

[References are to sections, *d.* means damage; *n.* means note.]

LIQUIDATED DAMAGES—*Continued.*
penal sum named in bond, may be, 676.
on note equal to counsel fees, 695*c*.
deposit at auction, 1026.
the conflict of laws as to, 1381.
LIQUIDATED DEMANDS AND UNLIQUIDATED DEMANDS, difference between as to interest, 299.
interest on, 299, 300, 301.
LIQUIDATION of *d.* by estoppel. *See* ESTOPPEL.
LIQUOR, wrongful sale of, 182*a*, *n.*, 182*b*.
See CIVIL DAMAGE ACT.
sale of, remote cause of *d.*, 36*a*, *n.*
value when forfeited for illegality, 265.
contract to refrain from intoxicating, liquidated *d.* for breach of, 415.
LITIGATION, recovery for loss of property pending, 536*a*.
d. for failure to carry on, 607 *n.*
LITIGATION, EXPENSES OF. *See* EXPENSES OF LITIGATION.
in action for malicious prosecution, 459.
in action for false imprisonment, 463.
in actions of replevin, 540.
how far recoverable in admiralty, 589.
recoverable on breach of contract to arbitrate, 629.
how far recoverable on attachment bond, 682*a*.
in injunction suit, whether recoverable, 685*j*. *et seq.*
not recoverable where suit unnecessary, 704.
recovery of, against endorser, 705.
recoverable in action for breach of warranty of goods sold, 773.
necessity of notice of suit, 805.
recovery of, by insurer against agent, 818*a*.
against vendor not chargeable to agent, 829.
agent entitled to, against principal, 834.
recoverable in action for mesne profits, 920.
recoverable in action on real covenant, 982.
LITIS ÆSTIMATIO, what, 23.
LIVERY STABLE, recovery of rental value, 171*n*.
LOAN, fraud in securing, 439*e*.
breach of contract to make, 622.
expense of obtaining, recoverable, 622.
interest on, 304.
LOAN OF MONEY, interest on, 304.
agreement to make, 622.
LOCAL BENEFITS, 1128.
LOCAL RULES as to benefits, 1131.
LOCAL STATUTES, 1167.
LOCATION on street, granting of, to railroad, 1108 *n.*
of side-track, 1109.
of switch, 1109.
of round-house, 1111.
of sewer, 1112.
for railroad, taking of, 1119 *n.*

[References are to sections, *d.* means damage; *n.* means note.]

LOCATION—*Continued.*
of pest-house near farm, 1123.
time of filing, 1151.
LOCOMOTIVE, breach of warranty on sale of, 164*a*.
LODE, encroachment on, 1123 *n*.
LODGING, *d.* for breach of contract to give, 614 *n*.
LODGING HOUSE, loss of profits by nuisance of, 948.
LOG. *See* TIMBER.
LOGGING CONTRACTS, *d.* for breach of, 614 *n*.
LOGS, failure by boom company to turn out, 164.
inability to haul, 164*a*.
profit which would have been made from sawing of, 186.
detention of, 189.
to be sawed in mill, 199.
contract to haul, 208*n*.
value of, 495.
d. for conversion of, 499, 502.
breach of agreement to advance money to market, 622.
d. for failure to supply, 742*a*.
d. against agent for allowing purchaser to measure, 823.
negligence of agent in selling, 823.
LOSS, actual, must be sustained to create a claim for *d.*, 32.
coupled with legal injury, 32.
total, caused by injury to property, 40.
pecuniary, compensated, 41.
of temper, caused by loss of thing expected, 46*a*.
offer of reparation which would prevent further, 62.
after action, 84, 85.
actual, not necessary for nominal *d.*, 98.
not inflicted, nominal *d.* for, 107.
amount of should be proved, 107*a*.
of custom, 127, 948.
of credit, *d.* for, remote, 127.
of sub-contract, 156.
shown with reasonable certainty, 170.
of customers, *d.* for, 171*a*, *n*.
of profits of plaintiff's business, 181.
of use of road or bridge, 187.
unreasonable steps to avoid not required, 219.
of service, when avoidable, 214*a*.
personal efforts to avoid, 226*i*.
d. for, included in exemplary *d.*, 359.
necessary for exemplary *d.*, 361.
d. for total, 432*a*.
for death, prospective pecuniary, 574.
of support, recovery for, by minor, 577.
of society of husband, no recovery for, 578.
presumed in action for death, 584*a*.
apportionment of, in admiralty, 586.
in cases of collision, 587.

[References are to sections, *d.* means damage; *n.* means note.]

LOSS—*Continued.*
division of, in admiralty, 587, 599.
in case of personal injury, 599.
of vessel, no recovery for expenses after total, 590.
recovery for partial, in admiralty, 592.
total, 594.
actual necessary for recovery on contract, 604.
of marriage, compensation for, 638.
of standing, may be shown in action for breach of promise of marriage, 638*b*.
recoverable under penalty of bond, 675*d*.
is measure of *d.*, in action on bond, 675*e*.
recoverable on statutory bond, 680.
not compensated in action on attachment bond, 682, 683.
of use of property, by wrongful attachment, 682.
of personal property, recovery for, on injunction bond, 685*a*.
of rent, recovery for, on injunction bond, 685*c*.
of labor or materials, 685*f*.
of use of mill, *d.* for, 685*f*.
of property sold, pending injunction, 685*h*.
of time, recovery for, on bond for arrest, 686*a*.
of property by appeal, recovery for, 688*a*.
of use of property, by replevin, 689*a*.
of rent, recovery for, on sequestration bond, 691*d*.
total, see total loss, 710.
measure of, on policy of insurance against fire, 721.
of property at time of fire, whether recoverable on policy, 723*a*.
of insurance, *d.* for, 727.
of profits on failure to deliver goods sold, 742.
of crop, on breach of warranty of machine, 767.
of seed, 768.
indemnity against, 793.
of time, recovery for, on policy of accident insurance, 731.
necessary for recovery on contract of indemnity, 801.
caused by agent recoverable, 813.
of bargain, recoverable against pretended agent, 836, 837.
of goods by carrier, *d.* for, 844 *et seq.*
through delay in transportation of goods, 856.
of earning power, recovery for, by injury to passenger, 860.
of intended purchase, by failure to deliver telegram, 882.
of intended sale, through failure to transmit telegram, 883.
of debt, *d.* against telegraph company for, 887.
by failure to transmit telegram, must not be speculative, 888.
of support of land, *d.* for, 925.
compensation for, 927.
compensation for, whether remote, 927.
of custom or business profits, by nuisance, 948.
through nuisance, 948.
of rent through nuisance, 948
of rent, recovery for, 948.

[References are to sections, *d.* means damage; *n.* means note.]

LOSS—*Continued.*
not regarded in early times, 951.
through failure to give possession of leased premises, 984.
through neglect to repair, 992.
on contract to convey land, 1012.
of custom, 1095, 1120.
of trade, 1095.
of good will, 1097.
personal, 1097.
of use of river frontage, 1101.
of privacy, 1101.
from user of railway, 1105.
of future deposits of soil, 1120.
of rents, 1151 *n.*, 1166*d.*
of use of spring, 1164.
of passengers, 1165*a*, *n.*
of rental value, 1165*c.*
of time by sickness, 1166*d.*
to business, 1169.
of profits, 1169.
steps to reduce, 1172*a.*
of service, excessive *d.* for, 1365.
of profits. *See* PROFITS.
of service. *See* SERVICE.
avoidance of. *See* AVOIDABLE CONSEQUENCES.
LOSS, ACTUAL, recoverable on policy of insurance against fire, 720.
on fire policy, 720.
on contract of indemnity, 794.
measures *d.* on covenant of indemnity, 801.
against agent, 813.
for carrier's delay, 854.
for trespass to land, 923.
for breach of real covenants, 953.
for breach of covenant of warranty, 956.
LOSS, PARTIAL. *See* PARTIAL LOSS.
LOSS, TOTAL. *See* TOTAL LOSS.
LOSS OF TEMPER, not subject for compensation, 42.
LOSSES by fire, indemnity against, 1163.
LOT, fitness of, for dock purposes, 1171*b.*
LOTS of land, several used for one purpose, regarded as entire tract, 1154.
available for dock purposes, 1171.
available for sawmill, 1171.
available for factory, 1171.
land valuable for, 1171*a.*
value of, for market gardening, 1171*b.*
LOUISIANA, code of, no recovery of profits, 188*n.*
d. for defamation in, 454.
d. for libel in, 454.
sequestration proceedings in, 541.
law of, as to breach of warranty of chattel, 762.

[References are to sections, *d.* means damage; *n.* means note.]

LOUISIANA—*Continued.*
recovery in, for improvements in action of ejectment, 904.
recovery for mesne profits in, 906.
rule in, for *d.* on breach of warranty, 962.
early law on eminent domain in, 1123.
consequential *d.* in, 1123.
constitutional provisions as to eminent domain, 1123.
as to benefits in, 1139.
remission of excess of verdict in, 1330.
LOUISIANA CODE, remote consequences in, 121.
provisions of, as to liquidated *d.*, 427.
as to allowance for improvements, 904.
LOWERING of street grade, by railroad, 1112 *n.*, 39.
LUCRUM CESSANS, 636 *n.*
LUMBER. contract to cut and deliver, 107*b*, *n.*
inferior quality furnished, 164.
failure to deliver, 226*m*.
recovery for loss of, on policy of insurance, 722.
d. for failure to deliver, 741.
d. for failure to transport, 843.
See TIMBER.
recoupment for failure by landlord to furnish, 1057.
LUNCH COUNTER, evidence of profits from, 181 *n.*

MACHINE, *d.* for defect in, 212*b*.
opportunity to buy after breach of contract to supply, 222.
expense of avoiding injury after failure to deliver, 226*d*.
expense of attempt to adapt defective, 226*d*.
d. for defect in, 608.
d. for breach of contract to manufacture, 615 *n.*
to supply, 618 *n.*
injunction against use of, 685*i*.
d. for breach of warranty of, 767.
injury to, during carriage, 852.
MACHINE SHOP, value of use of, 999*e*.
value of building equipped for, 252.
MACHINERY, jarring walls by, whether cause of action, 33.
loss through deprivation of, when remote, 134*a*.
delay in delivery of, 144, 145, 165.
use of, 145.
delay in transportation of or loss of, 152.
delay in repair of, 155.
intended for erection of a sawmill, 165.
notice of use of, 165.
failure to furnish, 183, 189, 199, 742*a*.
injury to, 190.
for mill, failure to deliver, 205 *n.*
breach of warranty of, 212*b*.
avoidable consequences on breach of warranty of, 226.
expense of remedying defect in, 226*b*.

[References are to sections, *d.* means damage; *n.* means note.]

MACHINERY—*Continued.*
value of, 531, 540.
loss on purchase of stock, not recoverable for failure to furnish as agreed, 607*b*.
d. for breach of contract to supply, for building, 646.
d. for loss of use of, by injunction against moving house, 685*c*.
recovery for depreciation of, on injunction bond, 685*a*, *n*.
d. against carrier for loss of, 850.
d. for delay in transportation of, 856.
of tenant, *d.* to, by negligence of the landlord in allowing water to drip on it, 990.
MACHINES, for sale by plaintiff, failure to supply, 182 *n*.
MAGISTRATE, *d.* against, 559.
MAIN THOROUGHFARE, access to, 1095.
MAINE, rule in, for recovery by infant after repudiation of contract, 663.
for *d.* on breach of warranty, 962.
constitutional provisions as to benefits in, 1148.
MAINTENANCE of sewers, negligent, 1110 *n*.
of crossing gate or tower, expense of, 1152*a*.
of two uses of property, 1152*a*.
MAKER'S INSOLVENCY as affecting value of bill or note, 256.
MAKING compensation, entry without, 1151.
turnpike free from tolls, 1171*d*.
MALA FIDE POSSESSOR in Louisiana, 904.
MALEVOLENCE, verdict set aside for, 1326.
MALFEASANCE, of judge, in ministerial duty, liability for, 692*g*.
MALICE, exemplary *d.* because of, 364.
want of, mitigates exemplary *d.*, 383.
mitigates *d.* for libel and slander, 448.
disproof of, as affecting *d.* for defamation, 448*a*.
aggravates *d.* for assault and battery, 489*a*.
may be shown in action for injury to land, 929.
evidence of, 1305.
verdict set aside for, 1326.
MALICIOUS ARREST, exemplary *d.* for, 388.
MALICIOUS ATTACHMENT, *d.* for, 467.
excessive *d.* in actions for, 1343.
MALICIOUS PROSECUTION, causing illness of wife, 43*g*.
d. for mental suffering from, 43*i*.
wounded pride compensated in action for, 47.
recovery for loss of society in action of, 48.
expense of defending suit, 241, 459.
exemplary *d.* in action for, 352, 372.
d. for, 456–460.
elements of injury by, 456.
imprisonment, 457.
physical injury, 457.
injury to reputation, 458.
deprivation of liberty, 458.
mental suffering, 458.

[References are to sections, *d.* means damage; *n.* means note.]

MALICIOUS PROSECUTION—*Continued.*
injury to property, 459.
loss of time, 459.
mitigation of *d.* for, 460.
bad character of plaintiff, 460.
advice of counsel, 460.
special *d.* for, must be alleged, 1271.
verdict for, set aside as excessive, 1328 ***n.***
excessive *d.* for, 1337.
inadequate *d.* for, 1370.
MALICIOUS TORTS, excessive *d.* in action for, 1343.
d. for, ch. xix.
See DEFAMATION, LIBEL, SLANDER, MALICIOUS PROSECUTION, MALICIOUS ATTACHMENT, SEDUCTION.
MANAGER, of a bank, 207.
MANDAMUS, no recovery of counsel fees in, 235*a*.
MANTELS, *d.* on covenant to allow removal of, 998.
MANUFACTURE, delay of cotton for, 152 *n.*
notice of intended use for, 166.
profits of, 199.
purchase of goods for, 199.
attempt to, with inadequate power, 212*b*.
d. for breach of contract for, 212*b*.
value of property in process of, 248, 499.
d. for breach of contract to, 608, 617, 633*d*.
breach of contract not to, 632.
recovery of cost of, for non-delivery of goods sold, 734.
d. for failure to supply materials for, 742*a*.
whether contract tax for, is regarded as for sale or for work and labor, 752.
warranty of material for, 766.
MANUFACTURER, failure to deliver to, 157.
d. for interruption of business of, 177.
failure of, to furnish according to contract, 190.
MANUFACTURING PURPOSES, failure to supply machinery for, 153.
destroying usefulness for, 1165*b*.
impairing usefulness for, 1165*b*.
MARE, injury to, by trespass on land, 435.
MARGIN, contract for carrying stocks on, 228*d*.
sale of stock on, 510, 513, 521.
purchase of stock on, 828.
MARINE INSURANCE. *See* INSURANCE, MARINE.
MARINE TORT. *See* COLLISION; ADMIRALTY.
MARKET, *d.* for persuasion not to sell in, 100.
failure to furnish goods not procurable in, 163.
loss of favorable, 164.
sale of goods not procurable in, 226*g*.
value at nearest, 246, 434.
contract to hold for a rise in, 524.
d. for breach of contract, how affected by fluctuations in, 636*e*.

[References are to sections, *d.* means damage; *n.* means note.]

MARKET—*Continued.*
probable future course of, 636*m*.
rule of replacement in, 734, 735.
nearest to be taken, 739.
price obtained in, as evidence of value, 852.
d. for loss of, by delay in transporting goods, 854, 855.
increased facility for getting to, is general benefit, 1129.
MARKET PRICE often includes profits, 198.
increase in, 1162.
MARKET QUOTATIONS as evidence of value, 1299.
MARKET VALUE, 244.
as best evidence of value, 243.
cannot be ascertained on conjecture, 244.
requires investigation of condition of market, 244.
definition of, 245.
how determined, 245.
how affected by speculative operations, 249.
of vessel, depressed through temporary causes, 712.
not always actual value, recoverable on insurance policy, 722.
of goods sold, when to be assessed, 737.
to be taken at place of delivery, 738.
of land, 1081.
depreciation in, 1121, 1164.
difference in, 1149, 1163.
of farm land, 1163.
of wild land, 1163.
enhancement of, 1171.
rule of, 1171*c*.
of franchises, 1171*d*.
of stock, 1171*d*.
without improvement, 1171*e*.
land without, 1171*e*.
what is, 1171*e*.
how to be proved, 1171*e*.
in condemnation proceedings, rule of, may fail altogether, 1173.
implies non-compulsory sales, 1179.
license fee a species of, 1222.
evidence of, 1297.
See VALUE.
MARLBRIDGE, statute of, nominal *d.* in action under, 100.
MARRIAGE, breach of promise of, 30 *n*.
d. for mental suffering, 45.
compensation for loss of advantages of, 50, 638.
compensation for loss of opportunity of, 172.
exemplary *d.* for breach of promise of, 370.
promise of, as aggravation of *d.* for seduction, 475.
offer of, as mitigation of *d.* for seduction, 476.
compensation for loss of, 637, 638.
d. for breach of promise of marriage, 641.
action for breach of promise of, resembles action for tort, 637.

[References are to sections, *d.* means damage; *n.* means note.]

MARRIAGE—*Continued.*
loss of opportunity for, may be shown in action for breach of promise of marriage, 638*c*.
verdict for breach of promise of, may be set aside as excessive, 1328.
excessive *d.* for breach of promise of, 1339.
breach of promise of. *See* BREACH OF PROMISE OF MARRIAGE.
MARRIED WOMAN, see wife, 226*f*.
d. recovery by, for personal injury, 486.
may recover compensation for land belonging to her taken in eminent domain, 1154*a*.
MARRIED WOMEN'S PROPERTY ACT, effect of, on recovery for personal injury, 486, 486*a*.
MARRY, bond not to, 396.
liquidated *d.* for breach of contract to, 415.
MARSH, draining or flooding is special benefit, 1130.
MARYLAND, "taking" in, 1116 *n*.
constitutional provisions as to benefits in, 1148.
MASSACHUSETTS, rule in, for allowance of interest, 321.
no exemplary *d.* in, 358.
rule of *d.* for escape, 554.
decisions in, on unconscionable contracts, 606*c*.
doctrine of, as to amount of recovery on note, 695.
recovery of higher intermediate value of goods sold, 746.
rule in, for *d.* on breach of warranty, 962.
rule in, for *d.* for failure to take title to land, 1023.
statutes on eminent domain in, 1119.
constitutional provisions as to benefits in, 1139*a*, 1146.
MASTER, action against for wrongful discharge of servant. *See* SERVICE.
for negligence in hiring servant, 378.
liability of, in exemplary *d.* for act of servant, 378.
remedy of, for improper service, 674.
interest on report of, 335.
MATE, wrongful discharge of, 207.
MATERIALS, notice of special use for, 166.
contract to furnish, 156.
left on hand, duty to use, 213.
d. for injury to, by injunction, 685*d*.
d. for loss of, by injunction, 685*f*.
for building, breach of contract to supply, 646*a*.
for building or manufacturing, *d.* for failure to supply, 742*a*.
in buildings, evidence of, 1168 *n*.
for construction of canal, taking of, 1107.
MATERIALS FOR MANUFACTURE, consequential *d.* for failure to deliver, 742*a*.
for delay in transportation of, 152.
for breach of warranty of, 766.
MATERIALMAN, recovery on bond for benefit of, 679*b*.
MATURE CROP, value of, 191.
MATURITY of commercial paper, interest after, 325 *et seq.*
interest from date of non-payment at, as liquidated *d.*, 411.

[References are to sections, *d.* means damage; *n.* means note.]

MATURITY—*Continued.*
rate of, 325–331.
expressed intention governs as to, 330.
on demand note, 330.
higher rate after maturity, 331.
of coupon bond, interest after, 346.
excessive interest after, whether usurious, 420 *n.*
MAXIMS, *Causa proxima non remota spectatur*, 114.
de minimis non curat lex, 32, 103.
qui facit per alium, facit per se, 810.
respondeat superior, 810.
ubi jus ibi remedium, 97.
MAYHEM, power of court as to *d.* for, 19, 349.
MAYOR, recovery by, for services as attorney, 673*e*.
recovery on bond of, 693.
MEADOW, overflowed by water, 86*b*.
expense of reseeding after fire, 226*d*.
d. for destruction of turf in, 937*a*.
MEANING of "property" in New Hampshire, 1117.
of "damaged" in Illinois, 1121.
of recoupment, 1035, 1038, 1039.
of "taken," 1115.
of "or damaged" in South Dakota, 1123.
MEANS, to avoid consequences must be reasonable, 226*m*.
MEASURE OF DAMAGES. *See* DAMAGES.
a question of law, 606.
where lands are taken, 1080.
elements entering into, 1163.
prospective, 1149*a*.
in eminent domain, 1149.
MEASURE OF VALUE. *See* VALUE, 241*b*.
MEAT, spoiled for lack of ice, 164.
liquidated *d.* for breach of contract to buy, 416.
MECHANIC'S LIEN, recoupment in action to enforce, 1044.
MEDICAL AID, for personal injury, to be employed, 214*a*.
for personal injury, only required when reasonable, 219.
procured for personal injury, 221*b*.
expense of, whether recoverable by wife, 226*f*.
gratuitous, 226*f*, *n*.
future, 226*f*.
no recovery for, if another has paid or is responsible for it, 226*f*.
MEDICAL ATTENDANCE, failure to furnish, 45.
expense of, 226*f*.
recovery by minor for expense of, 486*b*.
MEDICAL EXPENSES, recovery for, 171.
nominal *d.* for, 171*a*.
recoverable, 226*f*.
recovery for, in action for personal injury, 481, 482.
value of, must be shown, 483.
must be reasonable, 226*l*, 483.

[References are to sections, *d.* means damage; *n.* means note.]

MEDICAL EXPENSES—*Continued.*
recoverable though paid by another or yet unpaid, 483.
by married woman, 486.
by minor, 486*b*.
of wife's illness, recoverable by husband, 486*a*.
of child, recovery for loss of, 486*c*.
in action for injury to child, 486*c*.
for death, 573.
on breach of warranty, 769, 772.
recovery for loss of, by injury to passenger, 860.
of illness caused by nuisance, 948.
MEDICINE, consequences of delay in delivering, 856 *n.*, 856*a*.
recovery by passenger in sleeping car for loss of, 873*a*.
MEDIUM OF PAYMENT. *See* PAYMENT, MEDIUM OF.
primitive substitutes for money, 266.
medium in which a payment may be made, 267.
adoption of a new standard of value, 268.
adoption of a new legal tender, double standard, 269.
contract payable in gold, 270.
form of judgment on a contract payable in gold, 271.
actions of tort for the loss of gold, 272.
contract payable in foreign currency, 273.
in currency of that country, 274.
exchange, 275.
contract payable in bills, notes, stock, and other securities, 276.
rule varied by principle of estoppel, 277.
confederate States money, 278.
commodities as a medium of payment, 279.
no distinction on principle between a commodity and any other medium of payment, 279*a*.
contracts regarded simply as agreements for the sale or delivery of specific articles, 279*b*.
option to discharge indebtedness in commodities at a rate or price fixed, 279*c*.
where no rate is fixed, 280.
alternative contracts; liquidated *d.*; rule of least beneficial alternative, 281.
the conflict of laws as to, 1382.
MEMBERS of family being hurt, danger of, 1164.
MENTAL ANGUISH, caused by possibility of extraneous inconvenience of family, 43*g*.
caused by use of narcotics, 226*j*, *n*.
recovery for, against officer, 564.
for delay in transportation of corpse, 856*a*.
MENTAL CAPACITY, compensation for loss of, 47.
MENTAL INJURIES, compensation for, 39.
MENTAL POWER, excessive *d.* for loss of, 1361.
MENTAL SUFFERING.
I.—GENERAL PRINCIPLES
d. for, 43.

[References are to sections, *d.* means damage; *n.* means note.]

MENTAL SUFFERING—*Continued.*
not of itself a cause of action, 43.
ambiguity of term, 43*a*.
recovery for, without physical impact, 43*b*.
consequent upon independent actionable wrong, 43*i*.
alone, not usually cause of action, 43*f*.
sympathetic, no recovery for, 43*g*.
for intentional wrong, 43*j*.
what persons can feel, 43*k*.
in addition to physical suffering, 44.
when remote, 44.
compensation for, how estimated, 46.
difficulty of estimating compensation in money no objection to allowance of *d.* for, 46.
d. for, and exemplary *d.*, 356.
d. for not the same as exemplary *d.*, 356, 357.
no recovery for imaginary or sentimental, 484.
by married woman, 486.
by minor, 486*b*.
notice of probability of, in telegram, 894*c*.
child may feel, 894*d*.
d. for prolongation of, 894*d*.
evidence of, 1307.
excessive *d.* for, 1353.

II.—Kinds of Mental Suffering Compensated
what may be compensated, 47, 894*d*.
accompanying physical pain, 47.
anxiety and distress, 47.
blow to affections, 47.
fright, 47, 484.
humiliation, 47.
indignity, 47.
loss of peace of mind and happiness, 47.
mental pain, 47.
mortification, 47.
risk of injury, 866.
sense of insult, 47.
shame, 47.

III.—In What Actions Recovery May Be Had
for assault, 43.
for false imprisonment, 43, 462, 465.
for injury to property, 44*a*, 436.
for breach of contract, 45.
of obligation of telegraph company, 45*a*, 894 *et seq.*
of promise of marriage, 45, 637.
for delaying funeral, 168.
for slander or libel, 443, 444.
for malicious prosecution, 458.
for malicious attachment, 467.
for seduction, 471, 473, 477.

[References are to sections, *d.* means damage; *n.* means note.]

MENTAL SUFFERING—*Continued.*
for alienation of affection, 480*b*.
for personal injury, 481, 484.
for breach of promise of marriage, 638*b*.
on bond for arrest, 686*a*, *n*.
against carrier of passengers, 860.
for injury to passenger, 860.
for failure to carry passenger to destination, 864.
not for failure to carry passenger, 862.
for injury to passenger in sleeping car, 873*a*.
for eviction from leased premises, 988*a*.
under Civil Damage Act, 1256.
not compensated under statutes giving action for death, 573.
MERCANTILE SECURITIES. *See* NOTES; BILLS AND NOTES.
interest on, in England, 287.
d. against agents to collect, 813, 819, 820.
MERCHANDISE, *d.* for breach of warranty of, 771.
whether baggage, 873 *n*.
rule for non-delivery of, not different from that for stock, 747, 748.
MESNE PROCESS, escape from arrest on, 554*a*.
MESNE PROFITS, interest on, 307, 919.
recovery of, on injunction bond, 685*a*.
whether recoverable in action for ejectment, 901.
nominal *d.* in ejectment suit no bar to action for, 902.
action for, 905 *et seq.*
claim for, distinct from *d.*, 905.
must be supported by averment, 905.
belong to mortgagor, 906.
against two defendants, 906.
recoverable by tenant against co-tenant, 906, 913.
Roman, French, and Scotch law as to, 906.
jury not governed by rent in estimating, 907.
annual value of land usually measures, 907, 908.
bankruptcy no bar to action for, 907.
inadequate price paid by plaintiff does not reduce, 908.
actual income does not measure, 908.
of a ferry, 908, 909.
of a mill-site, 908.
net, not gross value measures, 909.
value of use of improvements not recoverable, 909.
deduction from, for taxes, rent, and expenses, 909, 918.
waste or injury to freehold recoverable in action for, 910.
must be specially alleged, 910.
for what period recoverable, 911.
not prior to defendant's entry, 911.
by one tenant in common, 911.
not before plaintiff's title accrued, 912.
by mortgagee, 912.
by heir or devisee, 912.
to date of verdict, 913.

[References are to sections, *d.* means damage; *n.* means note.]

MESNE PROFITS—*Continued.*
by executor, 913.
statute of limitations applied to, 914.
allowance for improvements in, 915. *See* IMPROVEMENTS.
on rents, 919.
on repairs, 919.
costs of ejectment suit recoverable in action for, 920.
but usually not counsel fees, 920.
offset against interest, 981.
allowed during period of delay in making conveyance, 1021*a*.
MESSAGE, language of, giving an indication of meaning, 154.
may in itself convey notice of necessary facts, 169.
sent in connection with business transaction, 169.
failure to transmit, 170 *n*.
duty to replace after discovery of non-delivery of, 228*f*.
repetition of telegraphic, 876.
commercial, *d.* for default in transmitting, 882 *et seq.*
consequences of failing to transmit commercial, 891.
value of, 892.
recovery of price of, 893.
MESSENGER, and telegraph companies, 153*a*.
MESSENGER BUSINESS, 183.
MESSENGER SERVICE, responsibility of telegraph company operating, 873*b*.
MEXICO, *d.* under the law of, 28*a*.
MICHIGAN, doctrine of exemplary *d.* in, 358.
law of, as to higher intermediate value, 518.
MIDWIFE, injury to, 180.
MILK, sale of, for resale, 164*a*.
d. for decreased supply of, by reason of injunction, 685*f*.
d. for breach of warranty of, 765, 766 *n*.
MILK ROUTE, recoupment in action for price of, 1040.
MILL, stoppage of, 134*a*, 157, 165, 166.
loss of use of, 152.
delay of machinery for, 153 *n*.
d. for failure to build, 186.
on plaintiff's land, 186.
diversion of water from, 189.
d. for interference with, 189, 190.
failure to deliver machinery for, 190, 205*n*.
breach of contract to supply, 620 *n*.
d. for loss of use of, by injunction, 685*f*.
d. for diverting water from, 926, 940.
MILL-DAM, *d.* for injury to, 189.
destruction of, 189.
d. for not repairing, 202.
covenant by landlord to repair, 209.
d. from erection of, 1151 *n*.
MILLINER, evidence of profits by, 181*n*.
MILL RACE, *d.* for obstruction of, 214.
MILL-SITE, mesne profits of, 908.

[References are to sections, *d.* means damage; *n.* means note.]

MILL-SITE—*Continued.*
value of use of, 908.
value of, 1018.
MILL-STREAM, *d.* for injury to, 940.
MINE, flooding of, 33, 92, 184.
whether a cause of action, 33.
prospective *d.* for, 92.
waste from, 93.
value of use of, 189 *n.*
ore from, 193.
value of land for, 252 *n.*
d. for breach of contract to, 607 *n.*
recovery of *d.*, for injunction against working, 685*e.*
recovery for keeping clear of water pending injunction, 685*e.*
d. for maliciously ousting from possession of, 944.
opening, is special benefit, 1130.
MINERAL LAND, taking of life interest in, 1105.
MINERALS, *d.* for failure to pay for, 752*a.*
d. for removal of, 935.
contract right to sink shafts in, land for, 1097.
MINNESOTA, statute on appraisal of lands, 1112*a*, *n.*
constitutional provisions for allowance to benefits in, 1145.
constitutional provisions as to benefits in, 1148.
conversion of action of trespass into condemnation proceeding in, 1151.
MINIMUM, of loss, 171*a*, *n.*
amount of *d.* given without proof, 171.
MINIMUM RENT, agreement upon amount of, 999*a.*
MINING, profits of, 182*a*, *n.*
d. for breach of contract for, 614 *n.*
d. on injunction bond for preventing, 685*b.*
land used for placer, 1171*a.*
See ORE.
MINING LEASE, breach of covenant in, 999*k.*
MINISTERIAL DUTY, liability of judge for malfeasance, 692*g.*
MINISTERIAL OFFICER, liability of, in exemplary *d.*, 381, 383.
MINOR son, accident to, 43*g*, *n.*
recovery of medical expenses by, 226*f.*
recovery by, for personal injury, 486*b.*
recovery for loss of advice of, in action for death, 575.
recovery by father in action for death of, based on continuance of life beyond minority, 575.
recovery by father of services of, 575.
value of services during minority, in action for death, 575.
recovery by, for loss of support, on death of parent, 577.
recovery by, upon leaving service before completion of contract, 663.
recovery for services of, 673*a.*
recoupment against, 1041.
See INFANT.
MINORITY, recovery by parent for loss of services after, 575.
MISBEHAVIOR of servant, recoupment for, 1039, 1066.

[References are to sections, *d.* means damage; *n.* means note.]

MISCARRIAGE, recovery for loss caused by, 43*h*.
compensation for, attended by physical or mental suffering, 44.
possibility of, 170 *n*.
MISDELIVERY of goods, *d.* for, 853.
MISSISSIPPI, law of, as to higher intermediate value, 516.
"consequential damages" in, 1123.
constitution of, on eminent domain, 1123.
MISSOURI, constitution of, referred to, 1122.
constitution of, on eminent domain, 1123.
constitutional provisions as to benefits in, 1139*a*.
MISREPRESENTATION in sale of goods, consequences of, 780.
in inducing lease, 990*c*.
rule of *d.* in case of breach of contract to convey land, whether changed because of, 1010.
in sale of land, *d.* for, 1027, 1028.
MISTAKE, of counsel, 84.
interest on money received or retained by, 306.
no exemplary *d.* for tort resulting from, 363, 383.
mitigates exemplary *d.*, 383*c*.
effect of, on amount of recovery, 606*b*.
rescission of contract for, 655*e*.
d. for cutting trees by, 934.
verdict set aside for, 1326.
MISUSE of term "consequential damages," 1113.
MITIGATION OF DAMAGES, what is, 51, 203.
of non-pecuniary *d.*, 51.
circumstances shown in, 48.
a matter of evidence, 52.
by bad character of plaintiff, 52, 451.
in actions for defamation, 377.
of exemplary *d.*, 377, 1254.
by lack of malice, 383.
by proof of good faith, 383*a*.
by advice of counsel, 383*b*.
by belief of right, 383*c*.
by mistake, 383*c*.
by provocation, 384.
by payment of fine in criminal proceeding, 386.
for tort, 430.
not allowed where *d.* measured by value of property, 430.
for libel and slander, 448–453.
insanity of defendant, 448.
drunkenness of defendant, 448.
heat of political campaign, 448.
disproof of actual malice, 448*a*.
reasonable belief of truth, 448*c*.
in case of repetition, 448*d*.
provocation, 449.
disproof of *d.*, 450.
disbelief of hearers or readers, 450.

[References are to sections, *d.* means damage; *n.* means note.]

MITIGATION OF DAMAGES—*Continued.*
by rumor of truth, 451.
by actual truth, 452.
by retraction, 453.
for malicious prosecution, 460.
for false imprisonment, 466.
for seduction, 476.
by offer of marriage, 476.
by indifference of plaintiff, 476.
by unchastity of daughter, 476.
by recovery by daughter, 476.
for criminal conversation, 480.
for alienation of affection of wife, 480*a*.
for alienation of affection of husband, 480*b*.
for personal injury, 487–490.
by recent provocation, 487*a*.
by bad character of plaintiff, 488.
by criminal conviction, 489.
by circumstances of the parties, 490.
against a public officer, 548, 549, 554, 557.
for failure to arrest, 551.
for failure to levy, 549.
against a receiptor, 567.
for death, by showing contributory negligence, 585.
for breach of promise of marriage, 641.
on attachment bond, 683.
on bail bond, 686.
on sheriff's bond, 692*i*.
question for jury, 1318.
for court, 1318.
whether matters in, must be alleged in answer, 1271*a*.
MIXTURE of property, *d.* for, 505.
MOB, injury by, 128, 928.
interest on property destroyed by, 317.
MODE of using land, peculiar, 1171.
MONEY, action for, whether a suit for specific performance, 4.
d. for wrongful refusal to pay, 45.
do not include mental suffering, 45.
difficulty of estimating *d.* in, no objection to recovery, 46.
breach of contract to supply, 153.
telegraphed for, 154.
stolen by burglar from warranted safe, 164*a*.
consequential *d.* for loss of, 168.
notice of purpose for, 168.
d. for failure to pay, 171*a*.
value of use of, how measured, 171*b*.
d. for loss of use of, 174, 179.
paid for recovery of property, 226*c*.
value of, 264.
as medium of payment, 266 *et seq.* *See* MEDIUM OF PAYMENT.

[References are to sections, *d.* means damage; *n.* means note.]

MONEY—*Continued.*
payment to be made in, unless otherwise stipulated, 266, 267.
primitive substitutes for, 266.
different kinds of, 269.
legal tender for, 269.
banker's liability for depreciation of, 269.
foreign, 273, 274.
"Confederate," 278.
payable at indefinite time, 285.
interest for failure to pay, 288.
interest in England for detention of, 290.
vexatiously withheld, interest for, 294.
interest for breach of contract to pay, 301.
from time fixed for payment, 302.
payable on demand, interest on, 302*a*.
illegally acquired or used, interest on, 303.
retained after it should have been paid, interest on, 303.
paid out for defendant, interest on, 304.
had and received, interest on, 305.
received or retained by mistake, interest on, 306.
due for goods bought, interest on, 308.
due for work and labor, interest on, 308*a*.
liquidated *d.* for delay in payment of, 411.
stipulation for larger sum of, on non-payment of smaller sum, when liquidated *d.*, 411.
d. for failure to supply, 607 *n.*
breach of agreement to loan, 107*b*, *n.*, 622.
to pay, 622*b*.
paid for advertising enjoined sale, recovery of, 685*h*.
injunction against paying, 685*i*.
payment of, delayed by appeal, 688*a*.
wrongly collected by officer, recovery for embezzlement of, 692*a*.
default in payment of, by public officer, to what term referred, 692*e*.
loss of, by treasurer, 692*f*.
liability for embezzlement of, by judge, 692*g*.
recovery on sheriff's bond for failure to pay over, 692*i*.
received on policy of insurance, 692*i*.
recovery for embezzlement by officer of corporation, on bond, 694.
collection of not covered by bond of some officers, 695*a*.
d. for delay in transportation of, 854.
d. for delay in delivery of, 856*a*.
whether baggage, 873.
liability of sleeping car company for loss of, 873*a*.
earning power of, 1171*d*.
compensation in something else than, 1172.
MONEY BOND, different from bond with express covenants, 679.
MONTANA, constitution on eminent domain, 1123.
constitutional provisions as to benefits in, 1145.
MONTH'S WARNING, employment on, 668.

[References are to sections, *d.* means damage; *n.* means note.]

MONUMENT, profits of contract to construct, 614 *n.*
d. for breach of contract to furnish, 618 *n.*
MORAL TRAINING, loss of, by death of parent, 577.
MORTALITY TABLES, as evidence in actions for death, 581.
not conclusive, 581.
admissible as evidence of duration of life, 581.
MORTGAGE, payable in installments, 90 *n.*
failure of title examiner to find, 218.
expense of securing redemption of, 226*c*, *n.*
interest on, in England, 290.
compound interest on, not allowed, 344.
d. for fraudulently dealing with, 439*d*.
fraud in procuring, 439*d*, 439*j*.
fraud in, 440.
effect of, on amount of recovery on junior mortgage, 497*f*.
breach of agreement to loan money to discharge, 622.
to advance money to take up, 622.
to give, 622*a*.
effect of, on forthcoming bond, 684.
liability of clerk of court for taking acknowledgment of forged, 692*h*.
for entering forged cancellation of, 692*h*.
effect of foreclosure of, on notes secured thereby, 695*a*.
d. for fraud in assignment of, 777.
contract to pay, 789, 806, 975.
payment by, 796, 800.
d. against agent to invest in, 818*b*, 830.
failure of title company to report, 831*a*.
d. against mortgagor for wrongful severance from realty, 936.
expense of removing recoverable on covenant against incumbrances, 968.
d. for incumbrance consisting of, 968.
agreement by grantee to pay, 972.
lack of title as defence to action for foreclosure, 973.
d. for breach of real covenants by existence of, 974.
d. recoverable for incumbrance by, 974.
recoupment in suit for foreclosure of, 1070.
MORTGAGE DEED, liability of notary public for taking acknowledgment of forged, 692*g*.
MORTGAGEE, *d.* recoverable by, 73.
by junior, 73.
suit for conversion of mortgaged property by junior, 81.
d. against mortgagor, 82.
agreement by, not to foreclose, 167.
exemplary *d.* against, for wrongful seizure of mortgaged property, 373*a*.
recovery by, 497*c*.
in replevin, 531*a*.
for wrongful attachment, 565.
for injunction against enforcing mortgage, 685*c*.
on replevin bond, 691*b*, *n.*
on policy of marine insurance, 712*a*.

[References are to sections, *d.* means damage; *n.* means note.]

MORTGAGEE—*Continued.*
reduction of *d.* against, for conversion, 1069.
after foreclosure entitled to *d.* in eminent domain proceedings, 1154*a*.
MORTGAGEE OF CHATTELS, *d.* recoverable by, 81, 497*f*.
against attaching sheriff, 82, 565.
recovery by successive mortgagees, 81.
for loss of use of property, 537.
MORTGAGEE OF LAND, *d.* recoverable by, 73, 927.
whether whole loss recoverable by, 73.
action for impairment of security, 73.
loss how apportioned between senior and junior, 73.
liquidated *d.* for breach of terms of assignment of, 416.
recovery by, on policy of insurance, 725, 726.
entitled to mesne profits, 906.
of mesne profits by, 912.
for injury to land, 926.
against mortgagor for injury to security, 936.
MORTGAGEES, protection of, in elevated railway cases, 1207.
MORTGAGOR, recovery against mortgagee, 82.
MORTGAGOR OF CHATTELS, *d.* recoverable by, 81, 497*e*.
for wrongful attachment, 565.
MORTGAGOR OF LAND, recovery by, 927.
on policy of insurance, 725.
MORTGAGOR IN POSSESSION, recovery by, 73.
entry under conveyance from, 1175.
after foreclosure cannot recover in eminent domain proceedings, 1154*a*.
entitled to mesne profits upon foreclosure, 906.
MORTIFICATION, compensation for, 47.
recovery for, by wrongful ejectment, 47.
by mutilation, 47.
in action for personal injury, 484.
on breach of promise of marriage, 638*b*.
recovery by guest of inn for, 873*b*.
MOTHER, libel, causing mental anguish to, 43*g*.
no recovery by, for fear of imperfection of unborn child, 43*g*.
causing mental suffering by refusal to carry daughter to, 45*a*, *n*.
recovery for wrongful mutilation of, 47.
MOTION, to dissolve injunction, counsel fees on, recoverable on bond, 685*j*.
no recovery for expense of, when needless, 685*l*.
to set aside verdict, how made, 1329.
MOTIVE, as bearing on the question of exemplary *d.*, 369.
may be shown to affect *d.* in tort, 429.
considered in awarding exemplary *d.*, 463.
not considered in determining *d.* for breach of contract, 603.
of defendant in making contract of marriage, may be shown in breach of promise of marriage, 639*a*.
verdict set aside for improper, 1326.
MOTIVE POWER, 1165*c*.
MOVING, a building, injunction against, 685*c*.
houses, expense of, 1151 *n*.

[References are to sections, *d.* means damage; *n.* means note.]

MOWING-MACHINE, warranty of, 767.
MULE, wrongful seizure of, 191.
MULES, total loss of cargo of, 710.
recovery for total loss of, on policy of insurance, 710.
MULTIPLICITY OF SUITS, prevention of, 1031.
MUNICIPAL BOND, value of, 257.
injunction against using, 685*i*.
MUNICIPAL CORPORATION, liability of, to interest, 337.
liability in exemplary *d.*, 379.
alone can offset benefits in Washington, 1143*a*.
not responsible for grading street, 1182.
MUNICIPAL IMPROVEMENTS, assessment for benefits by, distinct from benefits by eminent domain, 1126.
MUSIC, value of, 251.
MUSIC TEACHER, injury to, 180.
MUSICAL INSTRUMENTS, value of, 251.
MUTILATION, PHYSICAL, compensation for mortification resulting from, 47
causing disfigurement, recovery for mental distress, 47.
MUTUAL ACCOUNT, interest on balance of, 311.
interest on, by custom, 311.
MUTUAL COVENANTS, 636*m*.
MUTUAL INSURANCE, 730.

NARCOTICS, effect of administering to deaden pain, 226*j*, *n*.
NARROWING of sidewalk, 1123 *n*.
of road, 1092.
NATURAL BEAUTY, injury to, 1123*a*.
NATURAL CONSEQUENCES, meaning of the term, 138.
unnatural or unexpected consequences how far actionable, 139.
d. for unexpected consequences of a legal injury, 140.
difference between tort and breach of contract, 141.
general conclusion as to natural consequences, 142.
in actions of tort, 143.
the rule in Hadley *v.* Baxendale, 144.
Griffin *v.* Colver, 145.
meaning of the rule in Hadley *v.* Baxendale, 146.
Cory *v.* Thames I. W. & S. B. Co., 147.
general results of Hadley *v.* Baxendale, 147*a*.
of breach of contract, 148.
unnatural consequences of breach of contract, 149.
action against carrier of passengers, 150.
loss caused by unexpected natural causes supervening on the defendant's act, 151.
by flood, storm, or fire, 151.
carrier's delay in transportation of, or loss of machinery or supplies, 152.
breach of contract to supply machinery or materials for trade or manufacture, 153.
breach of contract to supply money, 153*a*.
telegraph and messenger companies, 154.
agreement to repair, 155.

[References are to sections, *d.* means damage; *n.* means note.]

NATURAL CONSEQUENCES—*Continued.*
loss of a sub-contract, 156, 740.
notice, general rule, 157.
of consequences of a breach of contract, 158.
must form the basis of a contract, 159.
but need not be part of the contract, 160.
of a sub-contract, 161.
of a contemplated resale, 162.
of a sub-contract, but not of the price, 163.
of a special use for goods, 164.
breach of warranty of fitness for purpose, 164*a*.
notice of use of machinery, 165.
of a special use for material, 166.
of special use for premises, 167.
of special use for funds, 168.
of special use for information, 169.
of special need for promptness, 169*a*.
loss caused by failure to deliver goods sold, 742.
by expulsion from railway car, 867–871.
by delay in delivery of goods by carrier, 879.
of failure to transmit telegram, 879.
of failure to convey land, loss of resale is not, 1022.
of failure to convey land, unless notice was given, 1022.
NATURAL INCREASE of property, compensation for, 498.
NATURAL GAS, *d.* for removal from land, 935 *n.*
NATURE of the interest taken, 1084.
of right of eminent domain, 1107.
NAVIGABLE RIVERS, access to, 1093.
NEAREST MARKET. *See* VALUE.
is standard of value, 739.
NEARNESS of pipe line to underlying coal, 1166*c*.
of poles to residence, 1149 *n.*
NEBRASKA, no exemplary *d.* in, at common law, 358.
rule in, for *d.* on breach of warranty, 962.
constitution of, referred to, 1122.
constitution on eminent domain, 1123.
constitutional provision as to benefits in, 1140.
NEED of haste, notice of, 169*a*.
NE EXEAT bond, 683 *n.*
NEGATIVE agreement, *d.* for violation of, 631*a*.
NEGATIVES, value of photographic, 250.
NEGLECT to sell, *d.* against agent for, 824.
to purchase, *d.* against agent for, 825.
NEGLIGENCE, causing bodily injury, 43*i*.
in constructing public work, prospective *d.* for, 95.
as cause of action, test of natural consequences, 142.
contributory, 203.
interest on value of property destroyed by, 318.
gross, 368.
exemplary *d.* for gross, 368.

[References are to sections, *d.* means damage; *n.* means note.]

NEGLIGENCE—*Continued.*
of master in hiring servant as a ground for exemplary *d.*, 378, 380.
of sheriff, 543 *et seq.*
of magistrate, 559.
of county clerk, 560.
of county treasurer, 561.
of justice of the peace, 559.
of notary, 559.
contributory, whether a defense in an action for death, 585.
in admiralty, 587, 599.
in building cellar, *d.* for, 657.
of agent, liability of principal for, 810.
liability of agent to principal for, 810 *et seq.*
in investigating title, 830.
in making defense, *d.* for, 831.
in building stable, *d.* for, 1066.
in construction, 1100.
liability for, effect of release of *d.* on, 1110 *n.*
in planning improvement, 1110 *n.*
action for, 1166.
NEGLIGENT maintenance of sewers, 1110 *n.*
construction of sewers, 1110 *n.*
NEGOTIABLE PAPER. *See* BILL OF EXCHANGE; NOTE.
NEGOTIABLE INSTRUMENTS, *d.* in actions upon, 695 *et seq.*
the face value recoverable, 695.
partial payment, 695*a*.
application of payments, 695*b*.
attorney's fees, 695*c*.
interest, 696.
interest by the civil law, 697.
interest not formerly allowed, 698.
now universally allowed, 699.
foreign bills, cost of protest and re-exchange, 700.
re-exchange on promissory notes and inland bills, 700*a*.
costs of protest and re-exchange, when not allowed, 701.
accommodation paper, 702.
pledged paper, 703.
measure of liability of an indorser, 704.
costs of prior suits, 705.
indorser's *d.*, 706.
d. for failure to accept or pay, 707.
d. in cases of fraud and estoppel, 708.
NEGOTIATION of note, *d.* for wrongful, 708.
NEGRO, evidence that deceased was, not admitted in action for death, 580*a*.
NEGROES, injunction against removing, 685*i*.
NEIGHBORHOOD, railroad in, 1162.
NEPHEW, *d.* for failure to deliver message announcing sickness or death of, 894*b*.
NERVOUS BREAKDOWN, possibility of, 170*n*.
NERVOUS PROSTRATION, consequence of fright, 43*a*.
recovery for loss caused by, 43*h*.

[References are to sections, *d.* means damage; *n.* means note.]

NERVOUS PROSTRATION—*Continued.*
recovery when result of actionable wrong, 47.
excessive *d.* for, 1360.
NERVOUS SHOCK, what constitutes, 43*a*.
causing death or mental disease, 43*a*.
caused by practical joke, 43*j*.
d. recoverable for, 153*a*.
compensation recoverable by passenger for, 861, 866.
caused by risk of injury, 866.
NERVOUS SICKNESS, caused by breach of contract, 45*a*.
NET, destroyed by defendant, 200.
NET EARNINGS, 1171*d*.
evidence of, 1173.
NEURASTHENIA, excessive *d.* for, 1360.
NEUROTIC CONDITION, causing imaginative suffering, 48*n*.
NEVADA, constitutional provisions as to benefits in, 1148.
doctrine of exemplary *d.* in, 359.
NEW, for old, one-third in insurance, 709, 711, 715.
rule of, not applicable to collisions, 592.
business, 183.
profits from, too uncertain, 685*e*.
fencing, 1164.
NEW HAMPSHIRE, doctrine of exemplary *d.* in, 358.
law of, as to higher intermediate value, 518.
rule in, for *d.* for failure to take title to land, 1023.
meaning of "property" in, 1117.
constitutional provisions as to benefits in, 1148.
NEW JERSEY, rule of *d.* in, for failure to convey land, 1009.
rule in, for recoupment, 1039.
constitutional provisions as to benefits in, 1148.
NEW ROAD, opening of, across right of way, 1167.
NEW SEWER, expense in making connection with, 1166*d*.
NEW TRIAL not granted to a plaintiff entitled to nominal *d.* only, 109.
unless it would carry costs or establish title, 109.
for excessive *d.*, grounds for, when exemplary *d.* are allowed, 388.
NEW YORK, rule in, for allowance of interest, 313.
interest on proceedings in error in, 336.
early cases on liquidated *d.* in, 400.
rule of, for *d.* for severance from freehold, 502.
law of, as to higher intermediate value, 509*ff*.
rule of *d.* for escape, 554.
d. on appeal bond in, where appeal taken from intermediate court, 688.
statute giving action for waste, 950.
rule in for *d.* on breach of covenant of warranty, 957.
taking land under constitution of, 1113.
assessment of benefits for opening streets in, 1128.
rule in, for allowance of benefits, 1130*a*.
allowance of consequential *d.* for eminent domain in, 1131.
constitutional provisions as to benefits in, 1145.
remission of excess of verdict in, 1330.

[References are to sections, *d.* means damage; *n.* means note.]

NEW YORK—*Continued.*
rule in, for interest on judgment, 334.
"taking" in, 1116.
NEWSPAPER, evidence of profit from special editions of, 181*n*.
custom of, as authorizing exemplary *d.*, 380*a*.
liquidated *d.* on contract for sale of, 401.
character and standing of, aggravates *d.* for libel published by it, 445.
wealth of proprietor of, does not aggravate *d.* for libel, 445.
NEXT OF KIN, recovery by, in statutory action for death, 579.
husband is not, 579.
NO LAND TAKEN, rules when, 1088.
NOISE by railroad, compensation for, 42.
compensation for, 42.
increase of, 1101.
unusual, on railroad, 1110 *n*.
from railroad operation, 1120, 1123.
d. from, 1123 *n*.
of trains, 1102, 1123 *n*., 1165.
whether new burden, 1152*a*.
d. from, 1164, 1165.
annoyance by, 1164.
injury from, 1165.
as element of *d.*, 1165.
inconvenience from, 1165.
d. by, 1165*a*.
made by elevated railroad, 1165*b*, *n*..
right to recover for, 1191.
NOMINAL DAMAGES.
I.—General Principles
not prohibited by maxim *de minimis non curat lex*, 33.
recoverable though return of property accepted, 55.
for incumbrance removed by grantor, 56.
meaning of, 96.
distinguished from substantial *d.*, 96.
not awarded for slight loss, 96.
common law relieves only from actual injury, 96*a*.
inferred from the fact of wrong done, 97.
for the infringement of a right, 98.
recoverable for bare infringement of right, 98.
actual *d.* unnecessary where right infringed, 98.
establish title, 99.
determine important rights, 99.
for possible or probable injury, 100.
allowed even where trespass benefits plaintiff, 101.
in case submitted to court on agreed facts, 106.
where recovery restricted to, 107.
where no loss is inflicted, 107.
in Scotch law, 107 *n*.
where the amount of *d.* is not proved, 107*a*.

[References are to sections, *d.* means damage; *n.* means note.]

NOMINAL DAMAGES—*Continued.*
where the extent of *d.* is uncertain in its nature, 107*b*.
where the act is not by its nature calculated to cause loss, 107*c*.
where no loss happened on the facts of the case, 107*d*.
as affecting costs, 108.
do not generally carry costs, 108 *n*.
error in disallowance of, 109.
court may amend record by giving, 109.
new trial not granted merely to give, 109.
granted when they carry costs or establish title, 109.
nonsuit not allowed when plaintiff entitled to, 109.
where no proof of amount of *d.* is offered, 171.
right to, may authorize exemplary *d.*, 361.
no liquidation of *d.* allowed for, 411.
whether recovery of, bars subsequent suit, 636*g*.
in case of payment not pleaded, 1074.
do not transfer title in patent suits, 1219.
II.—Against Whom Allowed
agent, 812, 813, 822.
attorney, 103.
banker, 105.
public officer, 103, 547, 550, 554, 562.
receiptor, 106.
telegraph company, 877, 888, 889, 890, 893, 897.
III.—In Actions Sounding in Contract
in general, 98, 105, 106, 608, 610.
English cases, 105.
American cases, 106.
in life insurance, 100.
on bonds, 106.
in actions for services, 106.
on sealed instruments, 106.
on covenants, 106.
in case of mortgage, 107.
for failure to finish building, 186.
for breach of contract to loan money, 622.
of promise of marriage, 641.
for wrongful discharge of servant, 667, 672.
for breach of contract of service, 669.
in actions on bond, 675*b*, 676.
in actions on attachment bond, 682.
on forthcoming bond, 684.
on appeal bond, 688.
on replevin bond, 691*a*.
for delay in performance of work, 685*d*.
for failure to render account or inventory, 692*k*.
for non-delivery of chattels, 734.
for non-acceptance of chattels, 753.
on breach of contract to pay debt, 789.
in case of agency, 812.

[References are to sections, *d.* means damage; *n.* means note.]

NOMINAL DAMAGES—*Continued.*
for attorney employed on percentage, 834*d*.
for misdelivery of goods by carriers, 853.
for breach of contract by telegraph company, 877.
for failure to transmit cipher message, 890.
for failure to transmit message, 893.
for breach of real covenants, 953, 973, 976, 977.
of covenant of warranty, 956, 963, 965.
of covenant of seisin, 966.
of covenant against incumbrances, 968.
for outstanding incumbrance, 976.
where incumbrance is barred by adverse possession, 978.
of covenant to remove incumbrances, 972.
of covenant to mine coal, 999*k*.
of covenant against sub-lease, 999*k*.
for failure to obtain leased premises, 984.
for breach of contract to convey land, 1001–1005, 1009, 1010.
in good faith, 1010.
of contract to purchase land, 1023.
IV.—In Actions Sounding in Tort
for tort in general, 100, 101, 104.
in suits brought by reversioners, 98, 100.
for libel or slander, 98.
for trespass *q. c. f.*, 99.
for flooding land, 99.
as to landlord and tenant, 100.
for diversion of watercourses, 100.
for obstructing highways, 101.
for false imprisonment, 101.
for private letters, 107.
for conversion of altered note, 256.
for assault, 481.
for attachment of land, 682.
for fraud in sale of chattel, 780.
of ejectment, 901.
recovery of, in ejectment does not bar action for mesne profits, 902.
for withholding dower, 921.
for trespass to lands, 923, 931.
for diverting or obstructing mill-stream, 940.
V.—In Other Actions
in admiralty, 108 *n.*, 599*a*.
in statutory action for death, 579.
in actions of detinue, 527.
in actions on patents, 102, 1233.
in actions of replevin, 529, 531, 535.
as to trade-marks, 100, 102.
in actions for taking by eminent domain, 1149*b*.
for laying out street as public highway, 1160*a*.
NOMINE PŒNÆ, 395.

[References are to sections, *d.* means damage; *n.* means note.]

NON-ACCEPTANCE of bill, *d.* for, 700, 706, 707.
of goods sold, *d.* for, 753.
NON-DELIVERY, consequential *d.* on, 153, 164, 742.
avoidable consequences of, 201, 205, 741.
interest on, 313*a*.
of money, stipulation for larger amount upon, a penalty, 411.
liquidated *d.* for, 417.
after partial delivery, 434, 743.
of goods sold, *d.* for, 734.
nominal *d.* for, 734.
reason of rule of *d.* for, 734, 735.
of stock, *d.* for, 736.
was by installments, 737.
where delivery was to be on demand, 737.
time of estimating value on, 737.
was postponed, 737.
price on sub-contract, when recoverable on, 740.
waiver of, 743.
value where to be estimated on, 738.
after payment in advance, 744–749.
in the nearest market, 739.
by carrier, *d.* for, 844.
recoupment for, 1059.
NON-PAYMENT of bill, *d.* for, 700, 706, 707.
re-exchange as *d.* for, 700.
d. on protest for, 700.
resale upon, 750.
for goods bought, *d.* for, 750, 751.
by bill or note, 756.
of freight, right of detention for, 844.
NON-PERFORMANCE of contracts, recovery after, 658*ff*.
NONSUIT not to be granted where plaintiff is entitled to nominal *d.*, 109.
NORMAL CONSEQUENCES. *See* NATURAL CONSEQUENCES.
NORTH CAROLINA, rule of *d.* for escape, 554.
what constitutes eviction in, 956.
rule in, for recoupment, 1039.
constitutional provisions as to benefits in, 1148.
NORTH DAKOTA, law of, as to higher intermediate value, 517*a*.
constitutional provisions as to benefits in, 1141*a*.
NORTHAMPTON TABLES admissible to prove duration of life, 1306.
NOSE, excessive *d.* for fracture of, 1351.
NOTARY, *d.* against, for negligence, 559, 563*a*.
liability on official bond of, 692*g*.
NOTE. *See* NOTE, PROMISSORY.
failure to protest, 107*a*, *n*.
value of promissory, 256.
contract payable in promissory, 276, 281.
of debtor, contract payable in, 277.
payable in commodities, 279*c*.

[References are to sections, *d.* means damage; *n.* means note.]

NOTE—*Continued.*
interest upon non-payment of, 301.
payable on demand, interest on, 302*a*.
stipulated interest in, whether recoverable after maturity, 325 *et seq.*
rate of interest on overdue, 325 *et seq.*
no interest on, where funds for payment at maturity, 340*b*.
for interest, interest upon, 346.
d. for fraud in assigning, 440.
breach of contract to give, 622*c*.
d. for failure to collect, 633*c*.
d. on bond of officer of corporation for failure to protest, 694.
re-exchange on promissory, 700*a*.
breach of agreement to pay for property by, 756.
of third person, value of, 756.
warranty of value of, 763.
d. for breach of warranty of money due on, 776.
of another, agreement to pay, 789.
of third party, covenant to pay, 789.
given as indemnity, recovery on, 793.
payment by, sufficient to give surety cause of action, 797.
d. for failure to collect, 814.
d. against agent for failure to collect, 819.
failure to pay, by delay in transmission of telegram, 881.
for purchase money, lack of title as defence to action on, 973.
recoupment in action on, 1040, 1050.
the conflict of laws as to *d.* in actions upon, 1375.
contract payable in, 276.
interest on, 287, 301, 325, 329, 696, 698, 699.
in England, 290.
overdue, interest on, 301.
payable on demand, interest on, 330.
expressed intention governs, 330.
interest on, at higher rate after maturity, 331.
attorney's fee as liquidated *d.* for non-payment of, 416.
inadequate consideration of, 695.
d. on, 695 *et seq.*
face value of, recoverable, 695.
French code as to interest on, 697.
civil law as to interest on, 697.
d. for protest of, 700, 701.
accommodation, recovery on, 702.
recovery on, by pledgee, 703.
non-negotiable, liability of assignor of, 704.
liability of indorser of, 704.
to costs of prior suit, 705.
estoppel to deny signature of, 708,
fraudulent negotiation of, 708.
transfer of, 708.
payment for goods bought by, 756.
breach of warranty of indorsement of, 775.

[References are to sections, *d.* means damage; *n.* means note.]

NOTE—*Continued.*
that a certain sum is due on, 776.
payment by, 796–798.
guaranty of collection of, 803.
recoupment in action on, 1036, 1039, 1040, 1050.
in trover for, 1044.
conflict of laws, 1375.
as to interest, 1375.
as to protest, 1375.
NOTICE, 157 *et seq.* *See* CONSEQUENTIAL DAMAGES; HADLEY *v.* BAXENDALE.
loss on sub-contracts, on proof of, 147*a*.
such as to inform defendant of any ordinary *d.*, 157.
general rule, 157.
effect of, in enlarging scope of compensation for breach of contract, 158.
must form basis of contract, 159.
may be verbal, 160.
need not be part of contract, 160.
of sub-contract, 161, 740.
of contemplated resale, 162.
of resale, but not of price, 163.
of special purpose for which warranted fit, 164*a*.
of special use for goods, 164, 742.
for machinery, 165.
for material for manufacture, 166.
for premises, 167.
for money, 168.
for information, 169, 879, 880.
of failure to transmit telegram, 169, 879, 880.
of special need for promptness, 169*a*.
necessary for application of rule of avoidable consequences, 223.
of prior litigation, necessity of, to recover expenses, 236, 238, 241, 773, 805.
of prior suit, when required for recovery of litigation expenses, 239.
to prevent payment, as interrupting interest, 341.
contract of service terminable on, 668.
of sub-contract, 740.
of consequences of failure to deliver goods, 742.
of resale, whether necessary to bind purchaser in default, 755.
of countermand of sale, effect of, 758.
of refusal to accept goods purchased, 758.
of purpose, breach of warranty after, 766.
of consequences of failure to transport, 843.
of non-delivery, when must be given, 856*a*.
of special *d.* from delay in delivery of goods, 856*a*.
of consequences of failure to transmit telegram, 879, 880.
to telegraph company, of intended purchase, 882.
of consequences of disrepair by landlord, 992.
of recoupment, whether necessary, 1045.
recoupment for departure from service without, 1064.
NOXIOUS and offensive vapors, 1166*d*.

[References are to sections, *d.* means damage; *n.* means note.]

NUISANCE, no action for, if common, 34, 946.
unless particular *d.* results, 35.
to what time *d.* are recoverable in action for, 81.
act which continues, 88.
continuing, 91, 95, 924.
permanent, 93.
assumption of continuance of, 94.
annoyance by, 107*a*, *n.*
continuation of, 170*a*, 924.
to real estate, *d.* for, 171 *n.*
exemplary *d.* for, 373.
single or continuing, 924.
action for abatement of, 924, 946.
ancient assize of, 946.
recovery for special *d.* from, 946.
measure of *d.* for, 947.
for temporary, 947.
avoidable consequences of, 947.
d. for removable, 948.
expenses of abating, 948.
consequential *d.* for, 948.
annoyance and inconvenience, 948.
loss of custom or profits, 948.
unwholesome and offensive results, 948.
compensation for loss of rent by, 948.
liability after parting with title, 949.
right of recovery of purchaser, 949.
abatement of, 1151.
private, 1166*d*.
compensation for, 1149 *n.*, 1165*a*.
d. imported without proof in some cases of, 1310*a*.
NULLA BONA, measure of *d.* for false return of, 557.
NUMBER of tracks, on railroad, increasing, 1109 *n.*
NURSE, value of services found by jury, 171*a*, *n.*
gratuitous services of, 67.
NURSERY, value of land for, 252 *n.*
NURSING, expense of, recoverable, 226*f*.
gratuitous, 67, 226*f*, *n.*, 483.
does not reduce *d.*, 860.
in action for personal injury, 483.
of wife by husband, recovery for, 486*a*.
of animal, *d.* for expenses of, 769.
of child by parent, recovery for, 486*c*.

OATH, business, value of, 189 *n.*
OATS, negligence of agent in selling, 823.
OBJECTION, judicial, to English rule, 1105.
OBLIGATION, form of, 675*a*.
penal, 675*a*.
single, cannot be split by creditor, 83*b*.

[References are to sections, *d.* means damage; *n.* means note.]

OBSTRUCTION of access, 1095, 1122.
light and air, 1092.
of air, 1121.
of ancient lights, 1096.
of mill race, 214.
of highway, 35 *n.*
prospective *d.* for, 95.
by levee, to drainage, 1166*d.*
of light, 1121.
of navigable creek, whether cause of action, 35.
preventing navigation on river, 35 *n.*
of navigation, whether compensation recoverable for, where dam rests on plaintiff's land, 1153.
of premises by separation of grades, compensation for, 1152*a*, *n.*
of private road, 1096.
of right of way, 93 *n.*, 1117.
of stream by action of several, 36*a*, *n.*
of stream by railway, 1112.
of street, 1123.
of street by tracks, 95.
of thoroughfare, 35, 1105.
of trains, 1165.
of view, 1121, 1165.
of water, *d.* for, 941.
of way, 1116 *n.*
personal, 1094.
OCCUPANT of land, *d.* recoverable by, 70.
OCCUPATION of deceased, when extra-hazardous, may be shown in action for death, 581.
of land with consent, 1151 *n.*
ODIUM SPOLIATORIS, 844.
OFFENCE, composition of, 36.
discontinuance of, mitigates exemplary *d.*, 383.
OFFENSIVE results of nuisance, *d.* for, 948.
smells, 1166*d.*
OFFER of reparation does not reduce *d.*, 53.
unless accepted, 55.
or unless it prevents loss, 56.
of settlement relieves from interest, 339.
to perform, as affecting *d.*, 612*a*.
of marriage after breach of promise, whether mitigation of *d.*, 641*b*.
to sell as evidence of value, 1299.
OFFICE, appeal from judgment of ouster from, 688*a*.
d. for exclusion from, 569, 688.
OFFICER, MILITARY, *d.* against, 563*b*.
OFFICER, PUBLIC, trespasser *ab initio* by wrongful sale, 61.
nominal *d.* against, 103, 547, 550.
avoidable consequences in actions against, 214.
d. for false return by, 226*b*.
recovery of litigation expenses in action against, 233.

[References are to sections, *d.* means damage; *n.* means note.]

OFFICER, PUBLIC—*Continued.*
interest on money withheld by, 303.
in actions against, 316.
liberal *d.* against, 350.
liable in exemplary *d.* when, 350, 351, 365, 381, 383.
not without wrong motive, 363.
acting in good faith, not liable to, 383*a*, 436.
conversion and return of liquor by, 494.
wrongfully attaching, liable for cost of repurchase of goods, 494*c*.
ministerial officers responsible for violations of duty, 543.
actual injury furnishes the general rule, 544.
general rule, 545.
burden of proof, 546.
nominal *d.*, 547.
mitigation, 548.
failure to levy, 549.
failure to attach, 550.
failure to arrest, 551.
escape from arrest on execution, 552.
value of custody the rule in England, 553.
American rule, 554.
escape from arrest on mesne process, 554*a*.
insufficient bail or surety, 555.
failure to return, 556.
false return, 557.
miscellaneous breaches of duty, 558.
magistrate, 559.
clerk of court, 559*a*.
receiver, 559*b*.
county clerk, 560.
treasurer, 561.
town officers, 562.
collector of customs, 563.
notary, 563*a*.
other officers, 563*b*.
trespass by officer, 564.
wrongful attachment or levy of execution, 565.
recovery of the goods or their proceeds, 565*a*.
failure to keep safely the property taken, 565*b*.
consequential *d.*, 565*c*.
wrongful attachment of land or levy of execution, 565*d*.
suits between different officers, 566.
receiptors, 567.
illegal sale on execution, 568.
exclusion from office, 569, 688.
bond given by, 543.
when invested with discretion, 543 *n*.
action against, for escape, 544, 546, 552–554.
insolvency of debtor may be shown, 554.
whether action against, maintainable without loss, 547.

[References are to sections, *d.* means damage; *n.* means note.]

OFFICER, PUBLIC—*Continued.*
mitigation of *d.* against, 548, 549, 554, 557.
recovery by, for services outside scope of office, 673*e*.
action on injunction bond given to, 685.
d. against, recoverable on bond, 692.
bond of, does not cover duties of different office, 692*a*.
salary of, applied on bond, 692*f*.
special *d.* in actions against, 1271.
to surface water, 1165.
to trade, 1094.
OFFICIAL BOND, 692 *et seq.*
where statute not complied with, may be valid as common law bond, 692.
OFFSPRING, *d.* for loss of capacity to have, 41*a*, 485.
OHIO, constitutional provisions as to benefits in, 1148.
OIL, delay in delivery of, 152 *n.*
recovery of increased freight on, net profits, 169.
at certain price, 200.
d. for breach of contract to drill for, 614 *n.*
d. for failure to transmit telegram for purchase of, 888.
d. for removal from land, 935 *n.*
d. for breach of covenant by lessee to explore for and produce, 999*k*.
OIL-BEARING LAND, taking of, 1166*c*.
breach of covenants in lease of, 999*k*.
OIL LEASE, action against tenant under, 999*g*.
OIL WELL, telegram for interest in, 169.
drilling of, 200.
contract to bore, or pay money, 424.
d. for breach of contract to sink, 607.
breach of contract to drill, 618 *n.*
d. for failure to sink useless, 619.
taking, 1166*c*.
OKLAHOMA, law of, as to higher intermediate value, 517*a*.
eminent domain in, 1123.
OLD constitutions, *d.* under, 1113.
"ON OR ABOUT" a day, delivery of chattels, 737.
"ONE-THIRD NEW FOR OLD," 709, 711, 715.
rule in admiralty, 591.
does not apply in case of collision, 592.
meaning of, in marine insurance, 709.
whether applied in estimating constructive total loss, 711.
limitation of recovery on marine policy by doctrine of, 715.
ONTARIO, distinction in allowance of *d.* in, 164*a*.
ONUS PROBANDI. *See* BURDEN OF PROOF.
OPEN POLICY of marine insurance, 712.
OPENING of new road across right of way, 1167.
of streets, consequential *d.* due to, 1120.
across railroad track, 1121 *n.*
recovery of benefits for, 1128.
through undeveloped land, 1150.
OPERA-HOUSE, lessee of, 167, 185.

[References are to sections, *d.* means damage; *n.* means note.]

OPERA TROUPE, *d.* for delay in transporting, 863.
OPERATION of gates, cost of, 1152*a*.
of power-house near property, 1121 *n.*
of railroad, injury from, 1109, 1113, 1165*a*.
in Utah, 1123.
in street, 1117.
dust from, 1120.
noise from, 1120, 1123.
smoke from, 1120, 1123.
vibration from, 1120, 1123.
d. by, 1121.
whether to be taken as benefit, 1131.
OPINION, of value of services, 664*a*.
of witnesses on value of property, 1171*e*.
of value, 1294.
of lands, 1295.
of leases, 1295.
of chattels, 1296.
as to quantum of *d.*, 1293.
as to value, 1294.
OPIUM, failure of agent to buy, 826.
OPPORTUNITY, for making money, deprivation of, 179.
OPPRESSION, ground for exemplary *d.*, 365.
contract broken through, 602.
effect of, on amount of recovery, 606*b*.
for setting aside contract, 606*c*.
OPPRESSIVE, liquidated *d.* must not be, 407.
contract, 606*c*.
OPTION, abnegated, 281, 424*a*.
to pay in commodities, 281.
exercise of, in contract, 635.
ORCHARD, risk to, 1165.
ORDEAL, trial by, 14.
ORDER, of court of equity, does not bear interest, 334.
d. caused by restraining, 685.
of condemnation, improvements on land after, 1151.
time of, 1151.
ORDINANCE preventing repair of building burned, 723*a*.
for condemnation, 1151 *n.*
ORDINARY rules as to certainty of proof, 1087.
ORE, contract to furnish at agreed price, 107*b*, *n.*
d. for failure to accept, 755.
d. for wrongfully mining, 935, 936.
d. for removal from land, 935.
d. against tenant in common for taking, 936.
OREGON, doctrine of exemplary *d.* in, 360.
recovery of higher intermediate value of goods sold, 745.
constitutional provisions as to benefits in, 1148.
ORGAN, breach of contract for exclusive territory for sale of, 633.
ORIGINAL entry unlawful, 1174.

[References are to sections, *d.* means damage; *n.* means note.]

ORNAMENTAL TREES, *d.* for destruction of, 933.
OTHER land, flooding of, 1110 *n.*
purposes, use of land taken for, 1116.
OUSTER, *d.* on appeal from judgment of, 688*a*.
trespass resulting in, is single, 924.
d. for, 944.
practical, of possession, 1116.
OUTPUT, *d.* to, 1116.
OUTRAGE, exemplary *d.* for, 364.
OVERDUE PAPER, interest on, 290, 301, 325.
rate of interest on, 325–329.
payable on demand, 330.
expressed intention governs rate of interest on, 330.
interest on, at higher rate than before maturity, 331.
OVERFLOW, *d.* from, 1164.
of land. *See* FLOODING LAND.
of part of land, 191.
of water on plaintiff's land, 86*a*.
of water on plaintiff's meadow, 86*b*.
of water, increased liability to, 1164.
OVERFLOWED LAND, 184, 1116.
OVERHANGING ROOF, 1166*b*.
OVERSEER, compensation of, by percentage on sales, 669.
payment of, by percentage of crop, 834*d*.
OVERVALUATION, policy of marine insurance voidable because of fraudulent, 713.
OWNER, return to the general, 55*a*.
of chattels, out of possession, recovery by, 80.
compensation for value to, 1081.
compelled to build private road, 1109.
of property, redress of, for unauthorized *d.*, 1110.
appropriation depriving of title, 1151 *n.*
value to, 1171*c*.
OWNER OF CHATTELS out of possession, *d.* recoverable by, 80.
OWNER, SPECIAL, limited compensation of, 68 *et seq.*
recovery by lessee for permanent injury, 69, 71.
of land, *d.* recoverable by, 69, 926.
of freehold, recovers whole *d.*, 69.
d. recoverable by occupant of land, 70.
by reversioner, 69, 74.
by lessee for temporary injury, 71.
by lessee, how affected by covenant to repair, 71.
by life-tenant of land, 72.
by senior and junior mortgagees, how apportioned, 73.
by mortgagee of land for impairment of security, 73.
for injury to reversion, 74.
d. recoverable by possessor of chattel, 76.
by possessor in replevin, 77.
by possessor against owner, 78.

[References are to sections, *d.* means damage; *n.* means note.]

OWNER, SPECIAL—*Continued.*
by possessor against one from whom owner could not recover, 79.
by owner out of possession, 80.
by mortgagee of chattels, 81.
by mortgagor of chattels, 81.
by mortgagee against mortgagor, 82.
by mortgagor against mortgagee, 82.
by part owner of chattels, 83.
by a life-tenant, 83.
by a partner, 83.
on policy of insurance, 725.
OXEN, *d.* for breach of warranty of, 766.

PACKING, notice of intended use for, 166.
PAID-UP POLICY, breach of contract to issue or continue, 730.
PAIN, future, 86*c*.
recovery for, in action for personal injury, 481.
d. for, in action for physical injury, 484.
recovery by married woman for, 486.
of wife, compensation for, not recoverable by husband, 486*a*.
recovery by minor for, 486*b*.
no recovery for, in action for death, 573*a*.
recovery for, in case of injury to passenger, 860.
resulting from failure to deliver telegram, recovery for, 881*b*.
recovery for, by eviction from leased premises, 988*a*.
evidence of, 1307.
excessive *d.* for, 1353.
PAIN AND SUFFERING, no evidence of value of, 171*a*.
PAIN, MENTAL. *See* MENTAL SUFFERING.
PAIN, PHYSICAL, compensation for, 41.
arbitrarily estimated by jury, 171.
compensation for, does not involve consideration of value, 242.
compensation for, in action for personal injury, 481.
future, 484.
recovery for, by married woman, 486.
by minor, 486*b*.
not compensated under statutes giving action for death, 573*a*.
d. for, against carriers of passengers, 860.
PAINT, *d.* for breach of contract to, 226*g*.
PAINTINGS, value of, 251*a*, 822 *n*.
PAMPHLETS, value of illegal, 265.
PAPER, contract to furnish, 166.
PAPER, NEGOTIABLE. *See* BILL OF EXCHANGE; NOTE.
PAPER CURRENCY. *See* PAYMENT, MEDIUM OF.
PAPER MONEY, adoption of, as legal tender, 269.
PARAMOUNT TITLE, expense of procuring, recoverable in action on real covenant, 979.
partial eviction by, 999*d*.
PARDON, compensation for attorney employed to obtain, 834*g*.

[References are to sections, *d.* means damage; *n.* means note.]

PARENT, recovery for loss of services of child, 48.
action for death of, 172*a*.
recovery by, for death of child, 575, 576.
for loss of advice of adult child, 576.
for death of adult child, 576.
recovery by child for death of, 577.
presumed to suffer loss, in action for death, 584.
d. for failure to deliver message announcing sickness or death of, 894*b*.
PARIS GREEN, *d.* for breach of warranty of, 766.
PARK, value of land for, 253 *n*.
PARLOR CAR COMPANY, *d.* in action against, 873*a*.
PAROL AGREEMENT, recovery for work done under, 651.
for sale of land, recovery on, 651.
PAROL CONTRACT, interest upon breach of, 301.
concerning land, 651.
recovery for services rendered under, 651, 673*b*.
PAROL PROOF of consideration of deed, 964.
PART OWNER, recovery by, on replevin bond, 691*b*, *n*.
on policy of marine insurance, 712*a*.
on fire policy, 725.
PART PERFORMANCE, liquidated *d.* how affected by, 415.
recovery of cost of, 615.
on acceptance of, 636.
PART NOT TAKEN, *d.* for, 1149.
compensation for inconvenient shape of, 1164.
PART TAKEN, *d.* for, 1149.
PARTIAL DELIVERY, acceptance of, whether a waiver of full delivery, 743.
breach of contract of sale after, 734, 743.
PARTIAL EVICTION from land, *d.* for, 975.
from leased premises, *d.* for, 988.
of tenant, excuses for payment of rent, 999*c*.
by paramount title, leads to apportionment of rent, 999*d*.
PARTIAL FAILURE OF TITLE, *d.* for, on covenant against incumbrances, 976.
PARTIAL LOSS by collision, *d.* for, 592.
recovery for, in admiralty, 592.
on open policy, 712.
on policy of marine insurance, 714.
on policy of insurance against fire, 720, 722.
recovery against carrier for, 851.
PARTIAL PAYMENT, interest after, 302*a*, 339*a*.
on note, 695*a*.
applicable on contract to pay rent, 999*b*.
PARTIALITY, verdict set aside for, 1326.
PARTICULAR AVERAGE, in marine policy, 716.
PARTICULAR DAMAGE, 35.
must exist in case of public nuisance to give private action, 35.
PARTICULAR INJURIES, exposure to, 1164.
PARTICULAR PORTION, value of, 1165*b*.
PARTITION, covenant to make, 1019.

[References are to sections, *d.* means damage; *n.* means note.]

PARTNER, *d.* recoverable by, 83.
injury to, where same act injures partnership property, 85*c*.
failure of, to advance capital, 179 *n*.
entitled to interest from co-partner when, 301, 304.
liability of, in exemplary *d.*, 378.
no recovery for loss by dissolution of partnership on death of, 573.
bond of, to pay firm debts, 789.
PARTNERSHIP, agreement to form, 193.
wrongful dissolution of, 193.
d. for breach of contract of, 193, 194.
interest on capital of, not advanced, 301.
exemplary *d.* against, for act of co-partner, 378.
interest on money illegally used by, 310*a*.
liquidated *d.* for breach of contract for sale of interest in, 417.
d. for breach of contract to enter into, 607 *n*., 616.
recovery by, on replevin bond, 691*b*, *n*.
taking out policy on life of partner, 729.
contract to pay debts of, 789.
contract to save harmless, 789.
recovery of value of goods by, 497*b*.
recovery by, for injury to goods of, 497*b*.
recoupment against, 1041.
PARTNERSHIP ACCOUNT, interest on, 310*a*.
PARTS, availability of, for city lots, 1165*b*.
PARTY, in action on injunction bond, 685.
testimony of, 1288.
PARTY WALL, entire *d.* for wrongful permanent use of, 924*a*.
PASS ON RAILROAD, value of, 250.
for life, 89 *n*.
PASSAGE, decision in Iowa for refusal of, 45*a*, *n*.
PASSAGE MONEY, recoverable on failure to transport a passenger, 862.
PASSENGER, form of action by, 150, 859. *See* CARRIER OF PASSENGERS.
who is, 859.
time of receiving man as, 150.
recovery by, for personal injury, 860.
of nominal *d.*, 101 *n*.
for fright and nervous shock, 761.
for wounded feelings, 45*a*.
for insulting language by conductor, 45*a*, *n*.
for humiliation caused by wrongful act of another, 47.
for refusal to receive, 101 *n*.
for failure to carry, 862.
avoidable consequences of, 212.
for delay in carrying, 212, 863.
loss of time by, 863.
avoidable consequences of, 226*k*.
how far may engage special train, 226*k*.
for failure to carry to destination, 864.
for carriage beyond station, 864*a*.
nominal *d.*, 98, 107*a*, *n*.

[References are to sections, *d.* means damage; *n.* means note.]

PASSENGER—*Continued.*
for wrongful expulsion of, 43*j*, 47, 150, 865.
verdict for, set aside as excessive, 1328 *n.*
for failure to furnish agreed accommodations, 865*a*.
for carrying over wrong route, 221*a*.
for putting off at wrong station, 226*m*.
reasonable attempt to avoid loss from, 219.
compensation to, for risk of injury, 866.
for injury by exposure, 143 *n.*, 226*j*.
for consequences of exposure, 867–871.
avoidable consequences in actions by, 872.
injury in attempt to escape, 226*a*.
refusal to pay additional fare on wrongful demand of carrier, 222.
exemplary *d.* for, 363, 365.
for wanton injury of, 366.
for ejection of, 372.
not entitled to exemplary *d.* where conductor acted in good faith, 383*a*.
recovery by, for loss of baggage, 873.
what is baggage, 873.
in parlor or sleeping car, 873*a*.
liability for loss of goods by, 873*b*.
d. for failure to transmit telegram announcing arrival of, 894.
excessive *d.* in actions by, 1342.
PASSION, ground for setting aside verdict for exemplary *d.*, 388.
as affecting *d.* for defamation, 449.
verdict set aside for, 1326.
PASSING TRAINS, danger of fire from, 1100.
vibration caused by, 1098.
PAST DAMAGES, evidence of, 1109 *n.*
PAST TRESPASSES, in condemnation proceedings, 1150.
PASTURE, plaintiff's mare in, 148.
d. for furnishing inadequate, 608, 620 *n.*
d. for destruction of turf in, 937*a*.
PATENT, infringement of, 85*b*, *n.*
nominal *d.* in actions upon, 102.
whether expenses of litigation compensated, 235.
interest for infringement of, 323.
liquidated *d.* for breach of term of license to use, 416.
d. for breach of contract to test, 607 *n.*
d. for breach of warranty of title in, 774.
PATENT SUITS, recovery of litigation expenses in, 235.
interest in, 323.
PATENTED article in plaintiff's territory, 193*b*.
PATENTS measure of *d.* in suits for infringements of, 1212–1246.
nature of patent rights, 1212.
a species of property, 1213.
protected both at law and in equity, 1214.
only actual *d.* recoverable, 1215.
license fees and royalties, 1216.
recovery of may transfer title, 1217.

[References are to sections, *d.* means damage; *n.* means note.]

PATENTS—*Continued.*
decree and satisfaction, 1218.
recovery of nominal *d.* does not transfer title, 1219.
license fee for right to use, 1220.
apportionment of license fees, 1221.
license fee a species of market price, 1222.
proof must connect license fee with patent, 1223.
license fee when different rights are involved, 1224.
in equity, 1225.
no license fee established, 1226.
d. must not be conjectural, 1227.
profits at law, 1228.
treble *d.*, 1229.
in equity, 1230.
present rule in equity, 1231.
origin of rule, 1232.
plaintiff must separate profits, 1233.
nominal *d.*, 1233.
entire profits not recoverable, 1234.
for designs, 1235.
criticism of rule, 1236.
entire profits sometimes recoverable, 1237.
method of estimating profits when recovery is not entire, 1238.
defendants' sales not usually criterion, 1239.
such sales sometimes measure *d.*, 1240.
profits in excess of *d.*, 1241.
limits of account in equity, 1242.
burden of proof in equity, 1243.
interest on profits, 1244.
expenses, 1245.
counsel fees, 1246.
PATRONAGE, allowance for division of, 1150.
PAVE, *d.* for breach of contract to, 614 *n.*
PAVING, expense of, 1152*a*.
PAWNBROKER, recovery by, 76.
PAWNEE, recovery against, by owner, 80.
PAY, failure to. *See* NON-PAYMENT.
PAYMENT in goods or cattle, 10, 10 *n.*
nominal *d.* after acceptance of, 98.
medium of, 266 *et seq.*
primitive substitutes for money, 266.
new standard of value, 268.
bank deposit, in what medium payable, 269.
Legal Tender Act, 269, 270, 274.
gold standard, 269.
double standard, 269.
new legal tender, 269.
contract payable in gold, 270.
form of judgment on, 271.
tort for loss of gold, 272.

[References are to sections, *d.* means damage; *n.* means note.]

PAYMENT—*Continued.*
contract payable in foreign currency, 273.
foreign contract, 274.
exchange, 275.
contract payable in mercantile securities, 276.
in Confederate money, 278.
in specific articles, 279.
in medium other than money, 279.
interest on, 303 *n.*
from demand for, 314.
after, 339.
after partial, 339*a*.
in advance, whether a penalty, 414.
whether measure of *d.* for failure to deliver goods is affected by, 507, 508, 514, 744.
fraud in securing, 439*g*.
breach of contract for, 622*b*.
delayed by appeal, 688*a*.
partial, on note, 695*a*.
of negotiable paper, *d.* for failure to make, 707.
of debt, contract for, 789.
warranty of, 794.
what is sufficient, to give action to surety, 796.
by mortgage, 796, 800.
by note, 796, 797.
by bond, 796, 799.
by land or goods, 796, 800.
in case of sale of land, 1014.
in advance for land, 1014.
after suit, 1074.
whether recouped when not pleaded, 1074.
must be accepted in full, 796, 798.
PAYMENTS, application of, 695*b*.
PEACE OF MIND, *d.* for loss of, 47.
PEACH ORCHARD, cultivation of, 188.
PEANUTS, which might have been raised on premises, 191.
PEAS, *d.* for delay in transportation of, 854.
PECULIAR mode of using land, 1171.
PECUNIARY, *d.* must be, 4.
PECUNIARY CONDITION of defendant, exemplary *d.* aggravated by, 385.
aggravation of compensatory *d.* by, 445, 475.
of plaintiff, *d.* for injury to wife or child not aggravated by, 486*a*, 486*c*.
PECUNIARY DAMAGE, interest ordinarily allowed in case of, 318.
PECUNIARY LOSS, interest in action for, 316.
recoverable in action for malicious prosecution, 459.
alone recoverable for death, 573.
for death, prospective, 574.
of next of kin, 579.

[References are to sections, *d.* means damage; *n.* means note.]

PECUNIARY REMUNERATION, 2.
PEDDLER, measure of *d.* for injury to, 180 *n.*
value of time of, 482*a*.
PEDIGREE of animal as evidence of value, 1296.
PENAL, use of term not conclusive, 406, 408.
PENAL BOND, nominal *d.* for, 106.
PENAL SUM collateral to object of contract whether liquidated *d.*, 410.
PENALTY, delay would subject plaintiff to, 161.
interest on, 333. *See* LIQUIDATED DAMAGES.
interest at higher rate after maturity, whether, 331.
refusal of court to enforce, 390.
use of term not conclusive in stipulations for *d.*, 406, 408.
intent of parties as to, 406.
presumed not to be liquidated *d.*, 408.
alternative contracts where one alternative is, 424.
whole formerly recovered in debt on bond, 675*a*.
of bond, *d.* within, 675*b*.
beyond, 393 *n.*
not recoverable in action on bond, 675*c*.
d. on bond must be less than, 675*c*.
actual loss only recoverable, 675*d*.
of bond, *d.* in excess of, 677.
on statutory bond, 680.
limit of recovery on statutory bond, 680.
d. on injunction bond exceeding, 685.
recoverable on criminal bail bond, 686.
recovery limited to, on appeal bond, 688.
judgment on official bond limited to, 692.
imposed by statute on sheriff for misconduct in office, 692*i*.
limits recovery on bond of officer of corporation, 694.
PENNSYLVANIA, rule in, for allowance of interest, 320.
for interest on judgment, 334.
as to higher intermediate value, 514.
for *d.* on breach of covenant of warranty, 959.
rule of *d.* in, for failure to convey land, 1009.
defalcation act, 1031.
early rule on eminent domain in, 1120.
English rule on eminent domain in, 1120.
consequential *d.* in, 1108 *n.*
constitution of 1874, 1120.
consequential *d.* under new constitution, 1120.
application of English rule on eminent domain in, criticised, 1122.
constitutional provisions as to benefits in, 1142.
PENSION, no reduction of *d.* on account of, 67*a*.
PERCENTAGE, compensation by, 669.
d. for wrongful discharge of agent compensated by, 834*d*.
payment for services by, 834*d*.
PERCOLATING WATER, cutting off from spring, 1120 *n.*
on land, whether cause of action, 33.

[References are to sections, *d.* means damage; *n.* means note.]

PERFORM, recovery of expense of preparations to, 607.
d. how affected by readiness to, 612*a*.
PERFORMANCE, notice given after making of contract, as at time of, 159.
theatrical, profits of, 193.
in part, liquidated *d.* how affected by, 415.
postponement of, liquidated *d.* how affected by, 425.
tender of, as affecting *d.*, 612*a*.
recovery of substituted, 618.
when useless to plaintiff, 619.
continuance of, after repudiation, 636*c*.
d. on prevention of, 636*d*.
recovery of contract price after, 655*f*.
acceptance of incomplete, 656.
substantial, 657.
recovery of value of, 657.
d. on waiver of, 636.
acceptance of partial, 636.
d. for delay in, by reason of injunction, 685*d*.
d. in suits to enforce specific, of contracts to convey land, 1021.
PERIL, of rescued property, as affecting amount of salvage, 599*c*.
PERISHABLE PROPERTY, sold pending injunction, 685*h*.
resale of, 755.
must be disposed of by carrier, 852.
PERMANENCE of injury, 1110.
PERMANENT, private structure not regarded as, 93.
change in plaintiff's land, 94.
incumbrance, *d.* for, 970.
physical injury, *d.* for, 86, 481, 484.
in action against carrier of passengers, 860.
trespass to lands, 924*a*.
nuisance, 947.
PERMANENT INJURY, recovery by minor for, 486*b*.
recovery for, by injury to passenger, 860.
to land, measure of *d.* for, 932.
PERMANENTLY FLOODING part of farm, 1178.
PERMISSIVE and compulsory powers, distinction between, 1089, 1111.
PERMISSIVE POWERS, recovery for *d.* under, 1089.
PERSON, *d.* to property and, 85*c*.
PERSONAL CONVENIENCE, infringement of, 1123.
PERSONAL ENJOYMENT, infringement of, 1123.
PERSONAL EXPENSE, recoverable on injunction bond, 685 *n*.
PERSONAL INCONVENIENCE, 1094, 1097.
PERSONAL INJURIES to plaintiff, 67*a*, 1090.
only one suit for, 84.
recovery of prospective *d.* for, 86*c*.
proof of prospective *d.* for, 172.
future effects of, 172*a*.
avoidable consequences of, 214*a*.
avoidance by surgical operation, 218.
reasonable steps only necessary to avoid loss, 219.

[References are to sections, *d.* means damage; *n.* means note.]

PERSONAL INJURIES—*Continued.*
suffered in attempt to avoid loss, 226*j*.
in resisting expulsion from train, 865.
aggravation of, by conduct of injured party, 223.
interest not given in action for, 316.
exemplary *d.* for, 372.
general rule of *d.*, 481.
discretion of jury, 481.
compensation for loss of time from, 180, 482.
of business, 181, 482*a*.
recovery of medical expenses, 226*f*, 483.
expense of journey to secure special treatment, 483.
mental and physical suffering, 484.
impairment of physical capacity, deformity, 484, 485.
amount of loss by physical impairment, 485*a*.
recovery by married woman, 486.
husband's action for injury to wife, 486*a*.
recovery by minor, 486*b*.
parent's action for injury to child, 486*c*.
mitigation, 487.
provocation, 487*a*.
bad character of plaintiff, 488.
unchastity, 488 *n*.
criminal conviction, 489.
aggravation, 489*a*.
circumstances of the parties, 490.
avoidable consequences, 491.
d. for ultimate death, 570*a*.
recovery for, in admiralty, 599.
d. for, not recoverable on bond for arrest, 686*a*.
d. against carrier for, 860.
consequent on failure to deliver telegram, 881*b*.
compensation for, as aggravation of *d.* for trespass on land, 929.
special *d.* for, must be alleged, 1270.
verdict for, set aside as excessive, 1328 *n*.
excessive *d.* for, 1346 *et seq.*, 1363, 1364.
for permanent, 1363.
where permanence is doubtful, 1364.
inadequate *d.* for, 1371.
PERSONAL LOSS, 1097.
PERSONAL OBSTRUCTION, 1094.
PERSONAL PLEASURE, infringement of, 1123.
PERSONAL PROPERTY, trespass on, nominal *d.*, 101 *n*.
d. to, 1123, 1169.
loss of use of, 195.
exemplary *d.* for detention of, 373*a*.
for injury to, 373*a*.
d. for taking or injuring, 432 *et seq.*
d. for destruction or total loss, 432*a*.
value, how estimated, 433.

[References are to sections, *d.* means damage; *n.* means note.]

PERSONAL PROPERTY—*Continued.*
when and where estimated, 434.
injury to, less than destruction, 435.
loss of use of, 435*a*.
expense of maintenance of, 435*a*.
consequential *d.* to, 436.
expense of avoiding consequences of injury to, 437.
d. to, may exceed entire value, 438.
actions for recovery of, 526.
recovery for loss or depreciation of, on injunction bond, 685*a*.
injunction against taking possession of, 685*i*.
recovery for *d.* to, by replevin, 689*a*.
value of, when estimated on replevin bond, 690.
amount of recovery for loss of, on policy of insurance, 722.
recovery for carrying off in action for trespass to land, 929.
d. to, by eviction from leased premises, 988*a*.
cost of removal of, 1123.
special *d.* for injuries to, must be alleged, 1268.
evidence of value of, 1290.
verdict for injury to, set aside as excessive, 1328 *n*.
PEST-HOUSE, location of, near farm, 1123.
d. on taking property for, 1156.
PETROLEUM, *d.* against telegraph company for loss of purchase of, 889.
d. on injunction bond for failure to secure, 685*b*.
PHILIPPINES, *d.* under code of, 28*a*, *n*.
PHOSPHATE ROCK, *d.* for removal from land, 935 *n*.
delay in delivery of, 153*n*.
no recovery for speculative value of, 685*b*.
PHOTOGRAPHIC NEGATIVES, value of, 250.
PHOTOGRAPHS, value of, 250.
PHYSICAL APPROPRIATION of property, 1115.
PHYSICAL DEFECT of parties, may be shown on breach of promise of marriage, 641*b*.
PHYSICAL ENDOWMENT function and capacity, importance of, 170*a*.
PHYSICAL EXAMINATION, power of court to require, 1309.
PHYSICAL HARM, result of mental injury, 43*h*.
PHYSICAL IMPACT, whether necessary for recovery, 43*b*.
PHYSICAL INCONVENIENCE, *d.* for, 42.
PHYSICAL INJURIES, compensation for, 39, 41*a*, 1117 *n*.
permanent, 86*c*.
by malicious prosecution, 457.
by false imprisonment, 462.
excessive *d.* for, 1346.
to property, 1121.
See PERSONAL INJURIES.
PHYSICAL INTERFERENCE with property, 1114.
destruction of beneficial use by, 1116.
PHYSICAL INVASION of real estate, 1116.
PHYSICAL POWER, impairment of, 41*a*.

[References are to sections, *d.* means damage; *n.* means note.]

PHYSICAL SUFFERING. *See* PAIN.
from wrongful imprisonment, compensation for, 457, 462.
PHYSICAL TRAINING, loss of, by death of parent, 577.
PHYSICIAN, non-arrival of, 47.
recovery for sense of shame by wrongful act of, 47.
services costing plaintiff nothing, 67.
message to, not delivered, 169.
called to case in Chicago, 170 *n.*
injury to, 180, 182.
paid by fees, 180.
measure of *d.* for injury to, 180 *n.*
how far necessary to employ skilful, 221*b.*
only reasonable care required in selecting, 221*b.*
disregard of advice, 221*b.*
interest on account of, 308*a*, *n.*
necessity of employing in cases of personal injury, 491.
agreement by, not to practice, 632.
d. for failure to deliver telegram to, 881*b.*
obligation to call. *See* MEDICAL AID.
PIANO, *d.* for breach of warranty of, 770.
PICTURE, value of, 251.
libellous, value of, 265.
d. for breach of warranty of, 773.
PIER, *d.* for breach of contract to construct, 647*c*, *n.*
PILES, contract to drive, 608.
PIPE, *d.* for wrongful cutting, 941.
PIPE LINE, *d.* on bond to indemnify against construction of, 806.
right of way taken for, 1165.
support from coal strata for, 1166*c.*
d. by laying, 1166*c.*
nearness of, to underlying coal, 1166*c.*
probable breaking of, 1166*c.*
PISTOL, whether baggage, 873 *n.*
PLACE of estimating value, 245–247.
where market value of goods is to be taken, 738.
where value of goods not delivered is to be taken, 738.
of estimating value of goods lost by carrier, 845.
PLACER MINING, land used for, 1171*a.*
PLAN, and model of a machine, 200.
access to road on, 1096.
of railroad company, 1149.
of construction, change in, 1152.
PLANS, contained in lost package, 152.
recovery of expense of, for breach of contract to convey, 607*b.*
for house, *d.* for loss of, 850.
change in building of, 1164.
PLANK ROAD, substitution of railroad for, 1109.
located on county road, is new burden, 1152*a.*
PLANK SIDEWALK, *d.* for removing, 944.

[References are to sections, *d.* means damage; *n.* means note.]

PLANKING, expense of, 1152*a*.
of track, 1152*a*.
PLANNING improvement, negligence in, 1110 *n*.
PLANT, depreciation of, 1171*d*.
PLANTS, destruction of, 165.
PLASTERING, non-repair of, 209 *n*.
PLATES, value of stereotype, 250.
PLAY, *d.* for injunction against producing, 685*e*, *n*.
PLEA OF JUSTIFICATION as aggravation of *d.* for libel or slander, 447.
for false imprisonment, 466.
for breach of promise of marriage, 640*a*.
PLEA IN ABATEMENT, assessment of *d.* after, 1273.
PLEA TO THE DAMAGE, 1274.
PLEADING of special *d.* in action for death, 584*a*.
reform in, does not affect difference between tort and contract, 602.
allegation of seduction necessary in breach of promise of marriage. 639.
d. limited by amount claimed in, 854 *n*.
recoupment must be specially set up in, 1046.
whether payment may reduce recovery though not stated in pleadings, 1074.
averment of *d.*, 1257.
d. beyond amount laid, 1258.
in replevin, 1258.
double *d.*, 1258.
method of curing the error, 1259.
when averment not material, 1260.
averment of *d.* not otherwise material, 1260.
special *d.*, 1261.
prospective *d.*, 1262.
exemplary, double and treble *d.*, 1263.
interest, 1264.
special *d.*, actions for injury to real estate, 1265.
for breach of contract, 1266.
against carriers, 1267.
for injury to personal property, 1268.
for loss of business, 1269.
for personal injury, 1270.
extent of allegation required, 1270*a*.
for other torts, 1271.
answers, 1271*a*.
PLEASURE, infringement of personal, 1123.
PLEASURE BOAT, use of, 196.
PLEDGE, time of estimating value on wrongful sale of, 509.
of stock, measure of *d.* for wrongful sale of, 509, 511, 521.
by factor, *d.* for unauthorized, 821.
by agent, *d.* for, 821.
recoupment in action for conversion of, 1069.
PLEDGEE, recovery by, 76, 79, 497*d*.
for loss of use of property, 537.
for wrongful attachment, 565.

[References are to sections, *d.* means damage; *n.* means note.]

PLEDGEE—*Continued.*
on replevin bond, 691*b*.
of bill or note, recovery by, 703.
against owner, 78.
by owner against, 80.
recoupment in action by, 1069.
reduction of *d.* against, for conversion, 1069.
PLEDGED PAPER, compensation for, 703.
PLEDGOR, recovery by, 80, 497*c*.
PLUMBING, failure to repair, 155.
POLE of carriage, *d.* for breach of warranty of, 765.
POLES, nearness of, to residence, 1149 *n*.
POLICE, recovery on bond of chief of, 692*a*.
POLICE POWER, no recovery for changes in railroad required under, 1152*a*.
POLICY OF INSURANCE. *See* INSURANCE.
value of, 259, 730.
accident, 731.
assessment, 732.
mutual, 730.
open, 712.
valued, 711, 713.
benefit of, 170*a*.
interest on, 301.
interest on unvalued, 312.
interest for failure to adjust loss on, 314*a*.
time from which interest runs on, 302.
agreement to assign or keep valid, 623.
to issue paid-up, 730.
d. for loss of, 727.
breach of contract to take, 623.
breach of contract to procure, 623.
breach of contract to keep alive, 623.
d. for breach of contract to issue, 727.
money received on policy of, 692*j*.
clause in, modifying rule of indemnity, 716.
refusal to issue or continue, 720.
effect of several on one building, 720, 722*a*.
negligence of agent in procuring, 816.
loss of, by negligence of agent, 817.
d. for failure of agent to cancel, 818*a*.
d. for loss of, by delay in delivery of money, 856*a*.
failure to cancel, by delay in transmitting telegram, 881.
POLLUTION, of stream, 35 *n*.
several persons causing, 36*a*, *n*.
expense of saving injuries after, 226*d*.
POND, *d.* for filling, 92, 941.
taking waters of great, 1119.
POOL, *d.* on breach of contract to enter, 200.
of stagnant water, 1165.
POOR DEBTOR'S BOND, 686.

[References are to sections, *d.* means damage; *n.* means note.]

POPULATION, establishment of new centre of, is general benefit, 1129.
PORK, *d.* for breach of warranty of, 764, 771.
PORTAGE railway, land taken for, 1171*e*.
PORTO RICO, *d.* under code of, 28*a*, *n*.
PORTRAIT, value of, 251*a*.
libellous, value of, 265.
POSITION of parties, *d.* for libel or slander aggravated by, 445.
value of particular, 1165*b*.
POSSESSION, delay in delivering, 167.
of premises, 185.
necessary to maintain action of trespass *q. c. f.*, 931.
d. for breach of covenant to give, 984*a et seq.*
of leased premises, *d.* for refusal to give, 984.
consequential *d.*, 984.
loss of profits, 984.
d. for refusal to give, 987.
d. for breach of covenant by lessee to give up, 999*j*.
practical ouster of, 1116.
taking, without assessment of *d.*, 1151 *n*.
entry under conveyance from mortgagor in, 1175.
POSSESSOR, recovery of nominal *d.* by, 70.
POSSESSOR OF CHATTELS, *d.* recoverable by, 76.
in replevin, 77.
recovery against owner by, 78.
recovery by owner, 79.
POSSESSOR OF LAND, recovery by, 926.
without title, cannot recover in eminent domain proceedings, 1154*a*.
POSSESSORY ACTION, replevin is, 691*a*.
POSSIBILITY of reverter has no ascertainable value, 1155.
of future change, allowance for, 1165.
of procuring other land, 1172.
POSTAL CARD, failure to furnish, 45.
POSTAL CLERK, *d.* for injury to, 860.
POSTER, *d.* for breach of contract to print, 618 *n*.
POSTMASTER, *d.* in action against, 563*b*.
POSTPONEMENT of performance, liquidated *d.* prevented by, 425
of delivery of goods sold, *d.* how affected by, 737.
POSTS, expenses of, 1152*a*.
POTATOES, *d.* for sale of decayed, 212*b*.
amount of loss on, 170*a*, *n*.
POTENTIAL VALUE included in actual, 1085.
POUND STERLING, exchange for, 275.
value of, in this country, 275.
POVERTY of defendant, proof of, to affect exemplary *d.*, 385.
cannot be shown in action for breach of promise of marriage, 638.
affecting *d.* for defamation, 445.
cannot be shown to mitigate *d.* for defamation, 448.
of plaintiff, irrelevant in action for personal injury, 486*c*.
does not affect compensatory *d.*, 490.

[References are to sections, *d.* means damage; *n.* means note.]

POVERTY—*Continued.*
no aggravation of *d.* for personal injury by, 490, 490 *n.*
in actions for death, 574*a*, 580.
in actions for breach of promise of marriage, 639*a*.
of family shown in action for death, 580.
POWER, supply of inadequate, 212*b*.
breach of contract to furnish, 608.
d. for breach of contract to supply, for building, 646.
d. for breach of warranty on sale of, 762.
d. for illegal cutting off, by landlord, 990*b*.
d. for breach of covenant by landlord to furnish, 995.
d. for deficiency of, in contract to convey land for saw mill, 1016.
of the public over private property, 1107.
to grant license, 1080.
physical *d.* for impairment of, 485*a*.
motive, 1165*e*.
of earning money, 1171*d*.
POWER HOUSE, building of, near property, 1121 *n.*
operation of, near property, 1121 *n.*
value of property for, 1171*b*.
POWERS, permissive, recovery for *d.* under, 1089.
act outside charter, 1110.
compulsory and permissive, distinction between, 1111.
PRACTICAL JOKE, causing nervous shock, 43*j*.
hurt feelings, natural consequence of, 43*j*.
PRACTICE, agreement by physician not to, 632.
PRACTICE OF COURT, 1272 *et seq.*
d. upon demurrer overruled, 1272.
upon demurrer to evidence, 1272.
upon plea in abatement, 1273.
upon plea to the *d.*, 1274.
upon default, 1275.
entire or several *d.*, joinder of good and bad counts, 1276.
judgment when arrested, 1277.
count bad in part, 1278.
joint torts, 1279.
several torts by different defendants in the same suit, 1280.
award of arbitrators, 1281.
costs, 1282.
obsolete judgment of "damage clear," 1283.
form of verdict, 1284.
d. as affecting jurisdiction, 1285.
right to begin, 1286.
d. on appeal, 1286*a*.
d. on dissolution of injunction, 1286*b*.
as to setting aside verdict, 1329.
PRAIRIE, *d.* for setting fire to, 214.
value of use of, 908.
PRECAUTIONS, to be taken to avoid consequences of injury, 214*a*.

[References are to sections, *d.* means damage; *n.* means note.]

PREËMPTION law, tenant of land under, may recover compensation in eminent domain, 1154*a*.
PRE-EXISTING DISEASE, compensation for aggravation of, 121*b*.
PREFERENCE in administration of fund in court, what law regulates, 1383.
PREGNANCY, recovery for, by woman seduced, 477.
PREJUDICE, ground for setting aside verdict for exemplary *d.*, 388.
verdict set aside for, 1326.
PRELIMINARY INJUNCTION, action on bond for, 685.
PREMATURE SALE by agent, *d.* for, 821.
PREMISES, notice of special use for, 167.
business, eviction from, 182 *n.*
loss of use of, 189.
recovery for loss of use of, on injunction bond, 685*e*.
d. for illegal entry by landlord upon, 990*b*.
custom appertaining to, 1105.
rendered unhealthy, 1165.
trade appertaining to, 1105.
PREMIUM NOTE, recovery on, 703.
d. for consequences caused by, 867, 870.
PREMIUM OF INSURANCE, to be added to value of cargo, 712.
PREPARATION to use land, expense of, not recoverable on failure to give notice, 1022.
to perform, recovery of expense of, 607.
PRESUMPTION, in action for death, 584*a*.
against wrong doer in action for breach of the contract, 610.
PRESUMPTION OF VALUE, against defendant, 1300.
plaintiff, 1300.
PRETIUM AFFECTIONIS, 251*a*.
PREVENTING loss, duty of party as to. *See* AVOIDABLE CONSEQUENCES.
enlargement of brick-yard, 1165*b*.
flow of surface water, 1166*d*.
PREVENTIVE relief, 2.
PREVIOUS ENTRY, value as affected by, 1174.
PRICE, to be later agreed upon, 107*b*.
no notice of, but of sub-contract, 163.
market, 198.
of goods to be fixed by appraisers, 734.
obtained at resale fixes measure of *d.*, 755.
whether *d.* for breach of warranty of chattel measured by, 760, 761, 762.
received on resale as evidence of value, 762.
received at auction, as evidence of value, 762.
as evidence of value, 762, 777.
d. for sale below authorized, 822.
sale by agent at greater than fixed, 824.
payment by agent of excessive, 827.
of message, when recoverable, 893.
recovery for error of telegram transmitting, 885.
paid by plaintiff, recovery of mesne profits not affected by, 908.
whether recoverable on refusal to accept deed of land, 1024.
of goods, recoupment in action for, 1036, 1038–1040, 1047, 1059 *et seq.*

[References are to sections, *d.* means damage; *n.* means note.]

PRICE—*Continued.*
of land, recoupment in action for, 1040, 1052.
of goods sold, recoupment in action for, 1060.
paid for land, evidence of, 1149 *n.*
market, increase in, 1162.
PRICE-LISTS as evidence of value, 1299.
PRIDE, compensation for wounded, 47.
recovery for injury to, 50.
d. for injury to, by alienation of affection, 480*a.*
on breach of promise of marriage, 637, 638.
in action for injury to passenger, 861.
PRINCIPAL, recovery by, of expenses of suit to which agent has subjected him, 240.
liability of, for ratified act, 651.
counsel fees, 834.
must reimburse agent for expenditures and liability, 834.
indemnity for loss or expense, 834.
must make compensation to agent for services, 834*a.*
liability of, to agent, 809 *et seq.* *See* AGENT.
interest not recoverable after payment of, 339.
PRINCIPAL AND SURETY, *d.* between, 784 *et seq.*
contract to indemnify, 784–787, 791–794.
to pay debt, 786, 788, 789.
to save from liability, 788, 795.
to save harmless, 791–793.
measure of *d.* between, 788.
how far indebtedness a *d.*, 790.
actual loss recoverable, 794.
what is payment, 796.
payment by note, 796, 797.
payment by bond, 796, 799.
in land or goods, 796, 800.
by mortgage, 796, 800.
to constitute payment note must be accepted as such, 796, 798.
French law as to, 797 *n.*
civil law as to, 797 *n.*
only actual loss recoverable, 801.
reduction of *d.*, 801.
effect of a judgment, 802.
liability for costs and expenses, 803.
where suit was unnecessary, 804.
necessity of notice of suit, 805.
under French law, 805.
consequential *d.* to surety, 806.
co-sureties, 807.
costs between co-sureties, 808.
PRINCIPAL SUIT, no recovery on attachment bond, for defending, 682*a.*
PRINT, *d.* for breach of contract to, 614 *n.*
PRIOR assessment, *d.* not foreseen at time of, 1082.
injury, recovery for aggravation of, 121*b.*

[References are to sections, *d.* means damage; *n.* means note.]

PRIOR—*Continued.*
litigation, expense of, recoverable only when necessary, 236.
See EXPENSE OF LITIGATION, 236.
PRIORITY of process, suit to test, 566.
PRISON-BOUNDS BOND, 686.
PRIVACY, excessive *d.* for invasion of, 1343.
interference with, 1165.
of lands, interference with, 1096.
loss of, 1101.
recovery for invasion of, 929.
PRIVATE and public injury, distinction between, 1123.
easement, acquisition of, 1149*b*.
letters, nominal *d.*, 107*a*, *n*.
nuisance, 1166*d*.
property, appropriation of, for public use, 1077, 1107.
property, power of the public over, 1107.
right of ferriage, 1171a.
road, proximity of railway crossing to, 1078.
obstruction of, 1096.
owner compelled to build, 1109.
enhancement of value by, 1178.
compensation for, 1178.
value of property enhanced by, 1179.
laying out, as public way, 1178.
PRIVILEGE, imperfect, as affecting *d.* for defamation, 448*b*.
PRIZE, loss of opportunity to compete for, 200.
had been offered, 200.
PRIZE MONEY, salvage is not, 599*c*.
PRO RATA recovery upon rescission of contract, 655*c*.
PRO RATA INTINERIS, amount of compensation, 841.
PROBABILITY of loss, 172.
PROBABLE frightening of horses, 1165.
breaking of pipe line, 1166*c*.
profits, proof of, 1169.
PROBATE PROCEEDINGS, no recovery of expense of, 241*b*.
order for payment of money in, bears interest, 334.
PROCEDURE, the conflict of laws as to, 1383.
PROCEEDING, interest impending, 1179*a*.
PROCEEDINGS, condemnation, proof in, 1163.
building of road without, 1165*c*.
costs and expenses for defending against, 1166*a*.
PROCESS, interest interrupted by legal, 341.
exemplary *d.* for abuse of, 365.
abuse of, 564.
PROCURING other land, possibility of, 1172.
PRODUCT, expected, value of, 171*b*.
value lessened, not value of material, 199.
PRODUCTION, cost of, does not measure value, 495.
PROFANE LANGUAGE, evidence that deceased did not use, not admitted in action for death, 580*a*.

[References are to sections, *d.* means damage; *n.* means note.]

PROFANITY, may be shown on breach of promise of marriage, 641.
PROFESSION, liquidated *d.* in agreement not to carry on, 418.
evidence of, as bearing on value of time, 482.
agreement not to practice, 632.
PROFESSIONAL EARNINGS, 180.
PROFESSIONAL INCOME, loss of, 181.
PROFESSIONAL MAN, measure of *d.* for injury to, 180 *n.*
no way of fixing a general scale, 180.
PROFITS, 173 *et seq.* *See* CERTAINTY OF PROOF.
I.—GENERAL PRINCIPLES
what are, 173, 613.
often loosely used in sense of gain prevented, 172*a*, 173.
when recoverable, 174, 176.
must be proved, 174.
allowance of, how regulated, 174.
early cases as to, 175.
recoverable if proximate, natural and certain, 176.
rule governing recovery of, 177.
cannot be recovered upon entire destruction of property, 178.
which might be reasonably anticipated, 180.
made but for presence of rivals, 183.
fair rental value recovered, as mesne, 186. *See* MESNE PROFITS.
not anticipated rents but rental value constitutes, 186.
specific, 189.
estimation of expected, 191.
included in market value, 198.
in actual value, 247.
as measuring value of business, 254.
compensation by share of, 670.
subject of marine insurance, 709.
constructive total loss of, 711.
loss of, 146, 164, 1169.
evidence of, 1169.
proof of, probable, 1169.
certain and uncertain, 1087.
must be reasonably certain, 167.
no recovery for loss of uncertain, 889.
speculative, cannot be recovered on breach of covenant to renew lease, 996.
expected from use of money too speculative for recovery, 685*h*.
II.—FROM WHAT DERIVED
from use of money, 171*b*, 179.
of money, equivalent to interest, 179.
of business, 181, 193.
of established business, 182.
of business of uncertain nature, 182*a*.
of unlawful business, 182*b*.
of new business, 183.
vendor's business, 193*b*.
of deceased not considered in *d.* for death, 574.

[References are to sections, *d.* means damage; *n.* means note.]

PROFITS—*Continued.*
breach of contract to share, 625.
on exclusive territory, 633.
lost by defect in machinery, 646.
recovery of, on injunction bond, 685*c*.
loss of, by nuisance, 948.
of a contract, 192, 613.
for a share in the profits of a business, 193.
agency commission contracts, 193*a*.
in restraint of trade or competition, 193*b*.
of a partnership agreement, 193.
probable, of whaling voyage not recoverable, 193.
of an undertaking collateral to contract in suit, 194.
how far affected by possibility of other employment, 608.
what are, 609.
recovery of, 613.
partly performed, 616.
how affected by fluctuations in market, 636*c*.
measure of, when cost of performance fluctuates during period of contract, 636*j*, 636*k*.
from use of land, 171*b*, 188.
recovery of, on injunction bond, 685*a*.
injunction against taking, 685*b*.
doweress whether entitled to, 921.
d. for failure of title to, 975.
to be set up against interest, 981.
occupied, whether recoverable on title bond, 1054.
of resale, 162, 197, 739, 843.
how far enters into value, 248.
from the use of machinery, 190.
of a vessel, 196.
expected from a sale of goods, 197.
included in the market price, 198.
on expected sale by agent, 633.
of manufacture of raw material, 199, 766.
from competition or speculation, 200.
by manufacturing logs, 164.
on voyage broken up, 175.
by rental of building, 183.
by working a mine, 184.
by selling coal, 184.
by selling clay, 18 .
by sawing logs, 186.
of business premises, 189.
of sinking wells, 192.
of partnership, 193.
of theatrical performance, 193.
of the use of personal property, 195.
from expected use of new building, too uncertain for recovery, 645.
expected from goods bought, 742*a*.

[References are to sections, *d.* means damage; *n.* means note.]

PROFITS—*Continued.*
on purchase not made by agent, 825, 826.
expected from leased premises, 984.
III.—Loss Caused by What Injury
by carrier's neglect to deliver shaft of engine, 144.
on stopping mill, by reason of steam-engine not being furnished, 165.
by raw material not being delivered, 166.
by personal injury, 180–182.
by loss through injury to capacity for labor, 180.
probable future increase of capacity, 180*a*.
by obstructing the use of land, 184.
by failure to give possession of real estate, 185.
by failure to put a structure on land, 186.
by loss of use of a road or bridge, 187.
by wrongful eviction, 188.
by loss of use of business premises, 189.
by injury to machinery, 190.
by injury to crop, 191.
by not delivering machine, 190.
by breach of warranty of seed, 191.
by wrongful discharge of agent, 193*a*.
by loss of use of personal property, 195.
by loss of use of a vessel, 196.
by breach of warranty of raw material, 199, 766.
by delay in constructing railroad crossing, 688*a*.
by failure to deliver goods sold, 742*a*.
by neglect of agent to buy, 825, 826.
by failure to transport goods, 843.
by failure to furnish cars for transportation of coal, 843*a*.
through delay in delivery, 854, 856.
by delay in transportation of goods, 856.
by delay in unlading a vessel, 857.
by default of passenger carrier, 864.
by failure to transmit telegram, 882.
by default of telegraph company, 882, 888, 889.
through trespass on lands, 927.
through nuisance, 948.
by failure to deliver possession under lease, 987, 1022.
through neglect to repair, 992.
by infringement of patent, 1228, 1230.
by violation of copyright, 1246*b*.
by violation of trade mark, 1246*c*.
IV.—In What Actions Recoverable
in case of wrongful attachment, 175.
in case of capture, 175.
of collision, 175.
in case of telegraph, 200, 882, 888, 889.
in action for malicious prosecution, 459.
in admiralty, 593, 594.
on attachment bond, 682.

[References are to sections, *d.* means damage; *n.* means note.]

PROFITS—*Continued.*
on accident policy, 731.
in condemnation proceedings, 1169.
in elevated railway cases, 1205.
in patent suits. *See* PATENTS.
when allowed in equity, 1230*ff.*
apportionment of, 1232.
plaintiff must separate, 1233.
cannot recover entire, 1234.
sometimes recovered entire, 1237.
method of estimating, 1238–1240.
in excess of *d.*, 1241.
interest on, 1244.
PROJECTING bay windows, 1166*b*.
eaves, 1166*b*.
spouts, 1166*b*.
steps, 1166*b*.
PROJECTIONS in streets, 1166*b*.
PROMISE, by which deceased assisted plaintiff, in action for death, 581.
PROMISE OF MARRIAGE, 47. *See* BREACH OF PROMISE OF MARRIAGE.
PROMISSORY NOTE, interest on, 287. *See* NOTE.
PROMOTION, future probability of, 172.
hope of, is too speculative for consideration, 180*a*.
deceased person's chance of, shown in action for death, 580*a*.
conjectural, not considered in determining value of time, 860.
loss of chance of, 860.
PROMPTNESS, notice of special need for, 169*a*.
PROOF, best possible must be given, 171.
of possibility of replacement, 228*i*.
of loss in policy of insurance, 722.
of consideration, in action for breach of warranty, 964.
certainty of, ordinary rules as to, 1087.
in condemnation proceedings, 1163.
of probable profits, 1169.
of market value, 1171*c*.
mode of, 1287.
burden of. *See* BURDEN OF PROOF.
PROPERTY.
I.—IN GENERAL
d. a species of, 529.
compensation for injury to, 39.
how measured, 40.
mental suffering caused by injury to, 44*a*.
tortious injury to, 44*a*.
bringing of converted, into court, 54.
returned to owner, 55.
recovery of, 58.
application of, to benefit of injured party, 59.
and person, *d.* to, by the same act, 85*c*.

[References are to sections, *d.* means damage; *n.* means note.]

PROPERTY—*Continued.*
invasion of, causing small *d.*, 103.
act causing injury to, 151.
compensation for deprivation of, 173.
breach of contract to supply, 212*b*.
left on hand, duty to use, 213.
injured, salvage of fragments of, 218.
expense of following and recovering, 226*c*.
injury to, in attempt to avoid loss, 226*j*.
interest on value of, 317.
diminution in value of, 316.
contract valuation of, whether enforced, 417.
salvage for saving, 599*c*.
d. for breach of contract to deliver, 617, 618.
breach of contract for exchange of, 621.
depreciation in value of, recoverable on attachment bond, 682.
recovery for loss of, on account of injunction, 685*e*.
recovery for loss of, by appeal, 688*a*.
sale of, suspended by appeal, 688*a*.
destruction of, may be shown on detinue bond, 691*c*.
d. for loss of, by guardian, 692*k*.
injury to, by failure to deliver goods, 742.
recoupment for destruction of, in action to recover wages, 1065.
patents a species of, 1213.
recovery for injury to, under Civil Damage Act, 1250.
sales as evidence of, 1298.
excessive *d.* for injury to, 1334.
value of. *See* VALUE.
II.—TAKING OF, BY EMINENT DOMAIN
legal signification of, 1117, 1121, 1123, 1131.
"damaged" or "injured," 1118.
appropriation of, under English statutes, 1076–1105.
taking of, 1106, 1114.
compensation for taking, 1106.
for damaging or injuring, 1106.
right of, 1107.
power of the public over private, 1107.
taking of private, 1107.
kinds of, which may be taken, 1107.
change of use of, after taking, 1109.
granting of, for public use by deed, 1109.
unauthorized *d.* to, 1110.
physical interference with, 1114.
interference with beneficial use of, 1114.
physical appropriation of, 115.
injuries to adjacent, 1115.
imposition of servitudes on, 1116.
injury to support of, 1116.
throwing ashes on, 1116.
throwing cinders on, 1116.

[References are to sections, *d.* means damage; *n.* means note.]

PROPERTY—*Continued.*
throwing soot on, 1116.
throwing surface water on, 1117 *n.*
injury to physical, 1121.
deprivation of enjoyment of, 1121.
deprivation of use of, 1121.
operation of power-house near, 1121 *n.*
taking of, under Illinois constitution of 1870, 1121.
d. to personal, 1123, 1169.
cost of removing personal, 1123, 1169.
not taken, rights pertaining to, 1149*a*.
damage to, under Virginia constitution, 1123.
maintenance of two uses of, 1152*a*.
inconvenience from division of, 1163.
division of, 1164, 1165.
appearance of as left, 1165*b*.
condition of, as left, 1165*b*.
near railroad, 1166.
held by water company acquisition of, 1171*d*.
net yield of, held by city, 1179.
value of, by what affected, 1151.
selling value of, 1164.
value of, for power house, 1171*b*.
used as summer residence, 1171*c*.
special value to owner, 1171*e*.
value of, as "reservoir site," 1171*e*.
opinion of witnesses on value of, 1171*e*.
PROPOSED improvement, 1162.
PROPRIETARY RIGHTS, 1149*a*.
PROSECUTION, liability to, whether a bar to exemplary *d.*, 386.
PROSPECTIVE DAMAGES. *See* CERTAINTY OF PROOF.
I.—IN GENERAL
for prospective loss, 86, 1149, 1170.
accruing between time of action brought and trial, 86*a*.
for torts, 86*b*, 924.
for personal injury, 86*c*.
for breach of contract, 87.
renewed injury requires a new action, 88.
continuing or successive breaches of contract, 89.
recoverable for act destroying a contract, 90.
continuing tort, 91.
by trespass on plaintiff's land, 92.
by unauthorized private structure or use of land, 93.
by causing land to fall, 93*a*.
for tort causing permanent injury, 94.
for injury caused by lawful permanent structure or use of land, 95.
for loss of service, 86, 91.
for obstructing light, 93.
for flooding lands, 93.
for diverting or obstructing stream, 93.

[References are to sections, *d.* means damage; *n.* means note.]

PROSPECTIVE DAMAGES—*Continued.*
for obstructing highway, 95.
for negligence in carrying out a public work, 95.
for erection of permanent structure, 95.
of railroad embankment, 95.
must be proved with reasonable certainty, 172.
when probable, 172.
for death, 574.
from user, 1102.
measure of, 1149*a*.
need not be averred, 1262.
II.—For Breach of Contract
under continuing agreements, 87.
of contract, 89, 90.
entire and divisible contracts, 636*g*.
contract to repair, 90, 636*h*, 989.
to support, 90, 636*i*.
fluctuations in value during contract: Masterton *v.* The Mayor, 636*j*.
Goodrich *v.* Hubbard, 636*k*.
probable future expense of performing, 636*l*.
general conclusions, 636*m*.
mutual covenants, 636*n*.
for breach of contract of service, 90, 666.
PROSPECTIVE HIGHER RENTAL, 1104.
PROSPECTIVE LOSS, 172.
PROTECTION, loss through deprivation of, when remote, 135.
against freshets, removal of, 1117.
PROTEST, interest on money paid under, 303.
of bill of exchange, *d.* for, 700, 701.
recovery of costs of, 701.
on foreign bill, 700.
d. for negligence in making, 819.
conflict of laws as to, 1375.
PROTHONOTARY, *d.* in action against, 559*a*.
PROVISIONS of older constitutions on eminent domain (in U. S.), 1106.
of city charters, 1112*a*.
PROVOCATION, mitigation of exemplary *d.* by, 384.
of *d.* for libel or slander by, 449.
as affecting *d.* for defamation, 449.
for false imprisonment, 466.
must be recent, 487*a*.
of *d.* for personal injury by, 487*a*.
does not mitigate compensatory *d.* for assault and battery, 487, 488.
PROXIES, wrongfully used in election, 170.
PROXIMATE and natural consequences for cause of action, 142.
PROXIMATE CAUSE of loss in marine insurance, 718.
in action against agent, 816.
of injury by fire, 816.
whether fault of telegraph company is, 897.
PROXIMATE CONSEQUENCES of delay in delivery of goods, 856.

[References are to sections, *d.* means damage; *n.* means note.]

PROXIMATE DAMAGES, 110 *et seq.*, 1119.
not all results of a wrongful act are compensated, 110
direct and indirect results of a wrong, 111.
fundamental distinctions, 111*a*.
and remote cause, 111*b*.
tests proposed for the determination of proximate cause, 111*c*.
time and distance, 111*d*.
probability and rarity; possibility and impossibility, 111*e*.
causal sequence, 111*f*.
causa sine quâ non. The "but for which" rule, 112.
remote consequences not compensated, 113.
consequences of an act complex in nature, 114.
Scott *v.* Shepherd, 115.
what consequences are remote, 115*a*.
question of remoteness a question of fact, 116.
instances of proximate and remote consequences, 117.
cause and condition, 118.
exposure to risk: negligence concurring with cause for which defendant is not responsible, 119.
cases against carriers. Comparative exposure to risk. Anticipation of loss, 119*a*.
causes of divergence in the cases, 119*b*.
analogy in cases of deviation, 119*c*.
leading cases in Massachusetts, New York and Pennsylvania, 119*d*.
confusion of authorities, 119*e*.
lack of privity or duty as affecting cause of action, 120.
supervening from a collateral cause, 120*a*.
proximate and remote results of statutory injuries, 120*b*.
Louisiana law, 121.
consequences of intermeddling with property, 121*a*.
direct consequence always proximate, 121*b*.
classification of cases involving remoteness, 121*c*.
interposition of a natural force, 121*d*.
loss by exposure to the weather, 122.
injury by supervening disease or accident, 123.
interposition of the act of an animal, 124.
infectious disease, 125.
defects in fences and gates. Straying cattle, 125*a*.
intervention of human agency, 126.
interposition of plaintiff, 126*a*.
d. resulting to feelings of the injured party, 126*b*.
loss through a forced sale of property, 126*c*.
interposition of act of a third person, 126*d*.
concurring negligence of third person, 126*e*.
loss of credit, 127.
loss of business, 127*a*.
loss caused by a crowd attracted, 128.
loss of employment, 129.
loss of a dependent contract, 130.
judicial or other official action, 131.

[References are to sections, *d.* means damage; *n.* means note.]

PROXIMATE DAMAGES—*Continued.*
deprivation of means to an end, 132.
deprivation of property, 133.
deprivation of business premises, 134.
deprivation of machinery, 134*a*.
deprivation of means of protection to person or property, 135.
detention of property, 136.
loss of service, 137.
against telegraph company, 896.
See REMOTE DAMAGES; CONSEQUENTIAL DAMAGES.
PROXIMATENESS, as only test, 142.
PUBLIC, *d.* common to general, 34.
power over private property, 1107.
and private injury, distinction between, 1123.
PUBLIC DUTY, of carrier, suit based on, 840.
of telegraph company, 878.
PUBLIC HIGHWAY, repairs of, 1108 *n.*
PUBLIC-HOUSE, taking of, 1084, 1085, 1105.
access to, 1092.
diminution of custom, 1105.
stand for, 1171*b*.
PUBLIC INJURY, and private, distinction between, 1123.
PUBLIC LANDS, recovery by one in possession of, 70.
PUBLIC LIABILITY, general rule of, 1108.
PUBLIC MONEYS, recovery on bond of receiver of, 692.
PUBLIC NUISANCE, no recovery for *d.* by, 946.
PUBLIC OFFICE, wrongful occupation of, 40.
PUBLIC POLICY, forbidding recovery for mental suffering, 43*c*.
how far limitation of liability to telegraph company allowed by, 876.
PUBLIC ROAD, railway across, 1090.
access to, 1095.
PUBLIC SCHOOL, exclusion from, 40.
PUBLIC SCHOOLHOUSE, erection of, 1177.
PUBLIC SERVICE corporations, actions against, 45*a*.
rule in tort for failure to supply protection, 143.
PUBLIC STREET, closing of, 1123.
PUBLIC THOROUGHFARES, access to, 1093.
PUBLIC USE, granting of property for, by deed, 1109.
appropriation of private property, for, 1077.
interfere with, 1166*b*.
PUBLIC WAY, laying out private way as, 1178
PUBLIC WORK, construction of, 94.
negligently done, 95.
statutes authorizing, 1077.
PUBLICATION, containing two libelous statements, 85*b*.
PULMONARY DISEASE, may be shown in action for death, 581.
PUMP, *d.* for breach of warranty of, 764.
PUNISHMENT, exemplary *d.* given as, 360.
PUNITIVE DAMAGES. *See* EXEMPLARY DAMAGES.
PUNITORY DAMAGES. *See* EXEMPLARY DAMAGES.

[References are to sections, *d.* means damage; *n.* means note.]

PURCHASE of stock, *d.* for breach of contract for, 627*a*.
bond for, 679*a*.
d. against agent for, 825–827.
d. for neglect to, 825.
of wrong goods, *d.* for, 826.
at excessive price, *d.* for, 827.
negligence of attorney to complete, 831.
loss of, by failure to transmit telegram, 882.
for error in transmitting terms of, 886.
PURCHASE MONEY, interest upon, 301*b*.
when measure of *d.* for breach of covenant of warranty, 957, 961.
of covenant of seizin, 966.
of contract for sale of land, 1001 *et seq.*
whether recoverable for failure to accept conveyance of land, 1023.
PURCHASE PRICE of land, recoverable in same jurisdictions, 1024.
PURCHASER of goods converted, *d.* recoverable from, 504.
d. against, for failure to receive goods, 750, 753.
of land, dower in improvements by, 922.
subsequent, action by, 1175.
PURPOSE, breach of warranty of fitness for, 766.
of buyer unknown to seller, 147.
use of land taken for other, 1116.
manufacturing impairing usefulness for, 1165*b*.
taking of land for levee, 1166*d*.
value for special, 1171*b*.
actual value for residential, 1171*c*.

QUALIFICATION on doctrine of allowance of benefits, 1125.
of successor, acts of officer pending, 692*b*.
QUALITY, *d.* for deficiency in, 620.
of land, 1016.
of chattels, *d.* for breach of warranty of, 763.
of land conveyed, deficiency in, 1016.
QUANTITY, *d.* for deficiency in, 620.
of land, 1016, 1028.
interference with exaction of penalty, 675*c*.
measure of *d.* for breach of warranty of, 763.
of land conveyed, deficiency in, 1016.
QUANTUM of *d.*, a question for jury, 19.
proof of, 170*a*.
QUANTUM MERUIT, interest on, 295, 312, 314.
after abandonment of performance, 622.
action on, 649.
recovery on, 649.
measure of compensation on, 650.
for benefit accepted by defendant, 650.
on acceptance of money borrowed without authority, 650.
in case of contract void by statute of frauds, 651.
upon failure of consideration, 652.
for work done for defendant's benefit, 653.

[References are to sections, *d.* means damage; *n.* means note.]

QUANTUM MERUIT—Continued.
for extra work, 655.
upon stoppage of work by act of God or of the law, 655*c*.
where plaintiff has not completely performed, 659–662.
for services, 664, 665.
where contract price for services is uncertain, 670.
for services rendered on void contract, 673*b*, 673*c*.
attempt to set off, 1031 *n*.
QUANTUM VALEBAT, measure of *d.* on, 649 *et seq.* *See* QUANTUM MERUIT.
QUARE IMPEDIT, writ of, 900.
never existed in America, 899.
QUARRY, value of land for, 252 *n*.
agreement to, 612 *n*.
opening, is special benefit, 1130.
land appropriated, 1166*c*.
QUARRY RAILROAD, building of, in street, 1123 *n*.
QUEBEC, doctrine of exemplary *d.* in, 359.
rule in, for *d.* on breach of warranty, 962.
QUESTION of due care, 1110.
QUIET ENJOYMENT, *d.* for breach of covenent of, 985 *et seq.* *See* WARRANTY OF LAND.
covenant of, when broken, 961 *n*.
in lease, 985–987.
recoupment for breach of covenant of, in lease, 1057.
QUI FACIT PER ALIUM FACIT PER SE, 810.
QUI TAM ACTIONS, interest in, 333.
QUO WARRANTO, appeal from judgment in, 688*a*.
QUOTATIONS, market, as evidence of value, 1299.

RACE, prevented from entering horse in, 200.
loss of opportunity to compete in, 200.
RACE HORSE, value of, 246.
d. for replevin for, 540.
contract to train and ride, 670.
recoupment in action for price of, 1039.
RAGS, *d.* for breach of warranty of, 766.
RAILROAD. *See* CARRIER OF PASSENGERS.
I.—AT COMMON LAW
whether injury through operation of, is cause of action, 33.
one action against, for killing animals, 85*b*.
construction of, and great public works, 94.
embankment, *d.* for culvert through, 95.
failure to complete in time, 187.
d. on breach of contract to construct station, 194, 625, 630.
to construct road, 149, 607 *n*., 615 *n*., 647*b*.
to employ plaintiff to build, 607.
to build and operate, 620 *n*.
to extend road, 630.
d. for illegally laying out in highway, 217.
value of land for construction of, 252 *n*.

[References are to sections, *d.* means damage; *n.* means note.]

RAILROAD—*Continued.*
profits of contract to construct, 614 *n.*
d. for injunction against repairing, 685*d.*
delay in securing crossing over, pending appeal, 688*a.*
d. for failure to deliver stock in, 736.
d. for inconvenience caused by building, along street, 948.
depreciation caused by, recoverable on covenant against incumbrances, 970.
covenant by, to keep streets in repair, 999*h.*
II.—Under Statutes of Eminent Domain
across public road, 1090.
loss from user of, 1105.
granting location on street to, 1108 *n.*
consent to building of, 1109.
substitution of, for plank road, 1109.
elevation of roadbed, 1109 *n.*
increasing number of tracks on, 1109 *n.*
unusual noises on, 1110 *n.*
improper construction of, 1110 *n.*
obstruction of stream by, 1112.
lowering of street grade by, 1112 *n.*
statute on elevated, 1112*a*, *n.*
d. from operation of, 1113.
operation of, in street, 1117.
taking right of way for, 1114.
elevated, on abutting street, 1117.
on highway, 1120.
vibration from operation of, 1120, 1123.
smoke from operation of, 1120, 1123.
dust from operation of, 1120.
noise from operation of, 1120, 1123.
d. by construction of, 1117 *n.*, 1121, 1123 *n.*, 1165.
unsightliness of construction of, 1121.
construction of elevated, on street, 1121 *n.*
in street, 1123, 1149 *n.*
d. by operation of, 1109, 1121, 1165*a.*
in Utah, 1123.
highway across, 1121 *n.*, 1152*a*, 1165.
increase of value from, 1122.
steam, in street, 1123.
building of quarry in street, 1123 *n.*
d. by, to land not taken, 1123 *n.*
whether operation of, is to be taken as benefit, 1131.
d. for condemnation of land for, 1138, 1171*b.*
for boat, 1171*b.*
for portage, 1171*c.*
injury after completion of, 1151 *n.*
taking of land for, 1151 *n.*
d. in proceedings to condemn right of way across, 1152*a.*

[References are to sections, *d.* means damage; *n.* means note.]

RAILROAD—*Continued.*
in street, not new burden on abutter, who does not own fee of street, 1152*a*.
new burden on highway where fee is in abutter, 1152*a*.
laid out through tract of land, does not destroy its entirety, 1154 *n*.
recovery against, for taking by eminent domain, after previous unlawful entry, 1159.
in neighborhood, 1162.
through farm lands, 1165*a*.
d. by elevated, 1165*a*.
inconvenience in crossing, 1165*b*.
exposure to injury in crossing, 1165*b*.
noise made by elevated, 1165*b*, *n*.
property near, 1166, 1171*b*.
taking of right of way, 1166*c*.
liability of, to fence, 1167.
not obliged to construct farm crossings in Kansas, 1167.
near dwelling, 1168 *n*.
value for, 1171*e*.
special value of land for, 1171, 1171*e*.
grading for, 1171*b*.
appropriation of, for highway purposes, 1173.
improvements placed on land by, 1175.
lands taken by, 1175.
RAILROAD COMPANY, plan of, 1149.
RAILROAD CROSSING, changing grade of, 1151 *n*.
proximity of, to private road, 1078.
RAILROAD EMBANKMENT, building, 1120, 1166*d*.
RAILROAD FRONTAGE, cutting off from, 1165*b*.
RAILROAD LOCATION, taking, 1119 *n*.
RAILROAD RIGHT OF WAY, taking of telegraph right of way over, 1149.
RAILROAD SHARES, breach of contract to buy, 751.
RAILROAD STATION, establishment of, is special benefit, 1130.
RAILROAD STRUCTURE, *d.* from, 1149 *n*.
RAILROAD TRACK, *d.* for failure to run to mill, 607 *n*.
highway across, 1165*c*.
RAILROAD YARD, street across, 1152*a*.
RAIN, leaking in, 155.
d. for injury to contents of building by, 644.
undermining of house by, 1164.
RAISING water level on land, 1116 *n*.
street grade, 1123 *n*.
embankments, 1165.
RAPE, on wife, recovery by husband for, 48.
RATE of interest on legacy, 301*c*.
on money paid out by surety, 304.
in general, 324*a*.
in admiralty, 597*a*.
the conflict of laws as to, 1378.
See INTEREST.

[References are to sections, *d.* means damage; *n.* means note.]

RATE—*Continued.*
of salvage, 599*c*.
of compensation for services of attorney, 834*a*.
of freight due to carrier, 841.
of insurance, increase in, 1166 *n.*, 1166*b*, *n*.
RATES, *d.* for discrimination in, 857*a*.
RATIFICATION of act, as basis of exemplary *d.*, 380*a*.
RATING, expense of new, in admiralty, 589.
RAW MATERIAL, warranted, 199.
REAL, mental injury must be, 46*a*.
REAL ACTIONS, *d.* in, 898 *et seq.*
dower. *See* DOWER.
ejectment. *See* EJECTMENT.
waste. *See* WASTE.
REAL BENEFITS, not allowed in New York, 1130*a*.
REAL COVENANTS, 951 *et seq.*
I.—IN GENERAL
origin of the rule, 951.
peculiar rule of *d.* for breach of, 951.
restricted recovery, 951.
the ancient warranty, 952.
actual loss measures the *d.* for, 953.
what constitutes breach of, 953.
are cumulative, 953.
ordinary, in deeds, 953.
civil law analogies, 954.
under French code, 955.
II.—COVENANTS OF WARRANTY AND SEISIN
of warranty and quiet enjoyment, 956 *et seq.* *See* WARRANTY OF LAND.
what constitutes a breach, 956.
recovery of consideration on total breach, New York rule, 957.
improvements excluded by New York Rule, 958.
the New York rule followed in most states, 959.
good faith required, 960.
assignee's *d.*, 961.
recovery of value at time of eviction, improvements included, New England rule, 962.
general discussion of the rules, 963.
proof of consideration, 964.
where the consideration is not pecuniary, 965.
of seisin and right to convey, 966.
consideration with interest and expenses recoverable, 966.
III.—COVENANTS AGAINST INCUMBRANCES
general principles, 967.
incumbrance removable, 968.
total eviction, 969.
permanent incumbrance on the land, 970.
improvements, 971.
covenant to remove incumbrances, 972.

[References are to sections, *d.* means damage; *n.* means note.]

REAL COVENANTS—*Continued.*
IV.—General Principles
nominal *d.*, 953, 973.
mortgages, 974.
eviction from part of land, 975.
partial failure of title, 976.
after acquired title, American doctrine of estoppel by deed, 977.
reduction of *d.*, 978.
title perfected by grantee, expenses recoverable, 979.
expenses must be reasonable, 980.
consequential *d.* not recoverable, 980*a*.
interest, 981.
expense of defending or of obtaining possession, 982.
counsel fees, 983.
recoupment in case of breach of, 1053.
in leases. *See* Landlord and Tenant.
REAL ESTATE, additional *d.* for continued withholding of, 89.
failure to give possession of, 185.
bond of administrator on obtaining license to sell, 692*j*.
guardian, whether liable on bond for sale of, 692*k*.
general principles modified in actions concerning, 898.
actions for possession of, 899, 900.
modern forms of action for recovery of, 901.
"physical invasion" of, 1116.
contracts for conveyance of. *See* Land.
REAL ESTATE AGENTS, negligence of, 829.
REAPING-MACHINE, warranty of, 767.
REASONABLE, counsel fees recoverable on injunction bond must be, 685*m*.
REASONABLE COMPENSATION, carrier entitled to, 841.
REASONABLE EXPENDITURE, power of court to determine what is, 228.
REASONABLENESS, of attempt to avoid loss, 226*m*.
of expense, of avoiding for jury, 228.
REBATE, recovery of secret, 439*i*.
at custom-house, *d.* for injury to goods during transportation reduced by, 852.
REBUILD, election on fire policy to, 723.
d. for breach of covenant to, 994.
RECAPTURE, prevents recovery for total loss, 711.
RECEIPT, whether conclusive of amount due, 650.
RECEIPTOR, nominal *d.* against, 106.
goods having been delivered to, 106.
recovery by, 497*b*.
d. against, 567.
liability of, 684.
obligation of, 567.
mitigation of *d.* against, 567.
measure of *d.* against, 567.
RECEIVER, interest payable by, 311*f*.
whether entitled to interest, 340*a*.
d. against, for negligent action, 559*b*.

[References are to sections, *d.* means damage; *n.* means note.]

RECEIVER—*Continued.*
d. on bond to secure appointment of, 691*d.*
appeal from order appointing, 688*a.*
of public moneys, recovery on bond of, 692.
of telegram, action by, 878.
RECIPROCAL DAMAGES in replevin, 542.
RECITAL in bond, binds surety, 681*a.*
RECOGNITION of land as street, by deed, 1149*b.*
RECONSTRUCTION of appliances, 1164.
RECORDING DEED, liability of officer for negligence in, 692 *h.*
RECOUPER, same as recoupment in old law, 1034.
RECOUPMENT, interest on balance after, 314*b.*
for work not performed according to contract, 656.
of possible earnings, in action for wrongful discharge of servant, 665.
of *d.*, for improper service, 674.
in action on note, 695.
of *d.* for breach of warranty on contract of sale, 762*a.*
for improvements by tenant in action for mesne profits, 915.
in action for mesne profits, 918.
by reason of insolvency of covenantor, 973.
for fraud in sale of land, 973.
in action by landlord for rent, 999*b.*
none for tort, in action for rent, 999*b.*
for deficiency in quantity of land sold, 1016.
reduction of recovery by amount of adverse claim, 1030.
difference between, and set-off, 1033.
for liquidated or unliquidated demands, 1033.
original meaning of, 1034.
modern meaning of, 1035.
in action on bill or note, 1036, 1039, 1040, 1050.
for defect in goods, 1036, 1060.
on contract of construction, 1036, 1067.
in England, 1038.
breach of warranty in, 1038, 1039, 1060.
in America, 1039.
misbehavior in performance of duty, 1039, 1066.
principle on which the doctrine of, is founded, 1040.
in action against accommodation endorser, 1040.
action for price of land, 1040, 1052.
claim recouped must be recoverable in action, 1041.
must be against plaintiff alone, 1041.
against a minor, not allowed, 1041.
not allowed for remote loss, 1041.
must arise from same subject-matter as principal claim, 1042.
must exist before beginning of suit, 1043.
form of action immaterial in case of, 1044.
in actions of tort, 1044.
of replevin, 1044, 1057.
of detinue, 1044.

[References are to sections, *d.* means damage; *n.* means note.]

RECOUPMENT—*Continued.*
for forcible entry and detainer, 1044.
to enforce mechanic's lien, 1044.
notice of, 1045.
must be pleaded, 1046.
where both demands are unliquidated, 1047.
election between, and cross-action, 1048.
no recovery by defendant in case of, 1049.
for installment, 1051.
in case of fraud in sale of land, 1052.
breach of real covenants, 1053.
receipt of profits of land, 1054.
trespass by grantor of land, 1055.
fraud in effecting lease of land, 1056.
breach of covenants in lease, 1057.
tort of landlord, 1058.
sale of chattels, 1059 *et seq.*
non-delivery of part, 1059.
fraud or false representations, 1060.
breach of term of, 1061.
sale of good-will of business, 1062.
contract for hire of chattels, 1063.
contract of service, 1064 *et seq.*
departure without notice, 1064.
destruction of master's property, 1065.
misbehavior in performance of duty, 1066.
contracts of construction, 1067.
contracts of carriage, 1068.
pledges, 1069.
misapplication of the term, 1069.
miscellaneous contracts, 1070.
foreclosure of mortgage, 1070.
exchange of property, 1071.
prevents recovery for same cause, 1072.
failure to claim, does not bar action for same cause, 1073.
of payment not pleaded, 1074.
after verdict, 1075.
RECOVERY of funeral expenses, 570*a*.
for diminution in value of reservoir, 1080.
for *d.* under permissive powers, 1089.
for improvements on land, 1104.
for physical discomfort, 1123.
for inconvenience, 1123.
beyond compensation. *See* EXEMPLARY DAMAGES.
RECOVERY OF SPECIFIC PERSONAL PROPERTY, action for, 526 *et seq.*
detinue, 527.
replevin, 528.
separate action by defendant, 528*a*.
nominal *d.*, 529.
early English statutes, 530.

[References are to sections, *d.* means damage; *n.* means note.]

RECOVERY OF SPECIFIC PERSONAL PROPERTY—*Continued.*
value of the property, 351.
recovery by owner of a special interest, 631*a*.
plaintiff bound by valuation in writ, 532.
value, when to be estimated, 533.
value increased by labor of defeated party, 534.
d. for detention, 535.
decrease in value, 536.
loss of the property pending litigation, 536*a*.
value of use, 537.
interest as *d.* for detention, 538.
increase or income of the property, 539.
consequential *d.*, 540.
sequestration proceeding in Louisiana, 541.
reciprocal *d.*, 542.
REDEMPTION of mortgage, expense of, recoverable in action for breach of covenant, 968.
REDRESS, subject of *d.* a branch of the law of, 1.
of property owner for unauthorized *d.*, 1110.
extension of, 1119.
REDUCTION of amount of adverse claim. *See* RECOUPMENT
REDUCTION OF DAMAGES, how effected, 53 *et seq.*
not by offer of specific reparation, 53.
whether by bringing property into court, 54.
by reparation accepted by plaintiff, 55.
by return to general owner, 55*a*.
by reparation preventing actual loss, 56, 213.
by reparation accepted from third party, 57.
by recovery of property, 58.
by application of property to plaintiff's benefit, 59.
only if accepted by plaintiff, 59.
or if he cannot object, 60.
by application authorized by law, 60.
in case of seizure by creditor, 60.
by proceeds of informal sale after legal seizure, 61.
by executor *de son tort*, 61.
by payment of plaintiff's debt by sheriff, 61.
by offer of reparation that would prevent further loss, 62.
by benefit conferred on injured party, 63.
in actions for flooding lands, 64.
none where benefit is enjoyed in common with others, 65.
nor where not caused directly by wrongful act itself, 66.
nor by benefit received from third parties, 67.
nor by charitable aid, 67, 860.
nor by amount received on insurance policy, 67*a*.
by return of property, 435.
by value of carcass of animal, 435.
for conversion, 493*a*.
by return of goods converted, 494*a*, 494*b*.
by repurchase of property, 494*c*.

[References are to sections, *d.* means damage; *n.* means note.]

REDUCTION OF DAMAGES—*Continued.*
in action against public officer, 548.
by return of property illegally attached, 565.
by return of goods or their proceeds, 565*a*.
for death, 583.
in admiralty, 591.
for collision, 591.
for breach of contract, 608.
for breach of contract to buy stock, 627*a*.
by offer to take back discharged servant, 667.
for services of infant, 673*a*.
on statutory bond, 681.
on attachment bond, 682.
on replevin bond, 691*a*.
on detinue bond, 691*c*.
on sheriff's bond, 692*i*.
on policy of marine insurance, 719.
of fire insurance, 726.
on contract of indemnity, 801.
against co-surety, 808*a*.
for non-delivery by carrier, 848.
by acceptance of insurance money, 849.
for injury during transportation, 852.
not by gratuitous nursing, 860.
none by recovery on insurance policy, 860.
for mesne profits, 908, 909, 918.
because loss was inevitable, 928.
from injury to land, 929.
by after acquired title, 977.
on real covenants, 978.
for breach of contract for share of crop, 989.
for failure to pay rent, 999*b*.
on breach of contract to convey land, 1013.
by set off or recoupment, 1030 *et seq.*
on account of payment after suit brought, 1074.
by common benefit, 1125.
for taking by eminent domain, 1160*a*.
hypothetical, not allowed, 1161.
RE-ENTRY requisite for disseizee to bring trespass, 931.
RE-EXCHANGE, amount of, 700.
on foreign bill, 700, 701.
on notes, inland bills and bank checks, 700*a*.
no recovery for, unless necessary, 701.
conflict of laws as to, 1375.
REFECTORY, loss of profits of, by nuisance, 948.
REFEREES, report of, may be set aside as excessive, 1328.
REFRIGERATOR, furnishing defective, 212*b*, *n*.
d. for destruction of, 766.
REFUSAL to take goods manufactured, *d.* for, 752.
to transport by carrier, 842.

[References are to sections, *d.* means damage; *n.* means note.]

REFUSAL—*Continued.*
of vendor to convey land, *d.* for, 1007.
REFUSE, *d.* for depositing in pond, 941.
REGALIA, *d.* for delay in transportation of, 856.
REGISTER OF DEEDS. *See* DEEDS.
REGULATIONS, right of telegraph company to make, 876.
must be reasonable, 876.
d. limited by, 876.
RE-IMBURSEMENT of agent by principal, 834.
of surety on subsequent bond, 692*c*.
RE-INSTATE, election on policy of fire insurance to, 723.
RE-INSTATEMENT, cost of, 1172*a*.
RE-INSURANCE, 728.
whether required after lapse of policy, 212.
cost of, 730.
RELATIONS, exemplary *d.* for injury to, 51.
RELATIONSHIP, may be indicated to the company by terms of the message, 169.
notice of, in telegram, 894*c*.
RELATIVE, *d.* for mental suffering for default in delivering message, announcing sickness or death of, 894*b*.
RELEASE, from wrongful arrest, recovery of expense of, 226*d*.
expense of, recoverable in action for false imprisonment, 463.
from imprisonment, expense of obtaining, 463.
of debtor, *d.* on bond to secure, 686.
recovery of expense of obtaining, in action on real covenant, 979.
of *d.*, 1109 *n*.
effect of, on liability for negligence, 1110 *n*.
of dower, *d.* for failure to procure, 1016.
covenant to make, 1019.
RELIEF, equitable, 3.
REMAINDER-MAN, of chattel, recovery by, 83.
compensation recoverable by, for taking by eminent domain, 1156.
REMAND, whether remote consequence of wrongful arrest, 464.
REMEDIAL relief, 2.
REMEDY, to be commensurate with injury, 29.
wherever common law gives a right, 29.
wherever there is a wrong, 97.
not generally known not requisite, 221*a*.
rule of *d.* as affected by, 389.
for death, election of, 571*c*.
REMITTANCE, *d.* against agent for failure to make, 819.
REMITTITUR, 1259.
to cure excess of verdict, 1330.
when will be entered, 1331.
of excess, 1331.
REMOTE, avoidable consequences are, 202.
counsel fees are not, 230.
REMOTE CONSEQUENCES of false imprisonment, 464.
not recoverable in marine insurance, 718.

[References are to sections, *d.* means damage; *n.* means note.]

REMOTE DAMAGES, ch. vii.
not all results of a wrongful act are compensated, 110.
direct and indirect results of a wrong, 111.
fundamental distinctions, 111*a*.
proximate and remote cause, 111*b*.
tests proposed for the determination of proximate cause, 111*c*.
time and distance, 111*d*.
probability and rarity; possibility and impossibility, 111*e*.
causal sequence, 111*f*.
causa sine quâ non. The "but for which" rule, 112.
remote consequences not compensated, 113.
consequences of an act complex in nature, 114.
Scott *v*. Shepherd, 115.
what consequences are remote, 115*a*.
question of remoteness a question of fact, 116.
instances of proximate and remote consequences, 117.
cause and condition, 118.
exposure to risk: negligence concurring with cause for which defendant is not responsible, 119.
cases against carriers. Comparative exposure to risk. Anticipation of loss, 119*a*.
causes of divergence in the cases, 119*b*.
analogy in cases of deviation, 119*c*.
leading cases in Massachusetts, New York and Pennsylvania, 119*d*.
confusion of authorities, 119*e*.
lack of privity or duty as affecting cause of action, 120.
d. supervening from a collateral cause, 120*a*.
proximate and remote results of statutory injuries, 120*b*.
Louisiana law, 121.
consequences of intermeddling with property, 121*a*.
direct consequence always proximate, 121*b*.
classification of cases involving remoteness, 121*c*.
interposition of a natural force, 121*d*.
loss by exposure to the weather, 122.
injury by supervening disease or accident, 123.
interposition of the act of an animal, 124.
infectious disease, 125.
defects in fences and gates. Straying cattle, 125*a*.
intervention of human agency, 126.
interposition of plaintiff, 126*a*.
d. resulting to feelings of the injured party, 126*b*.
loss through a forced sale of property, 126*c*.
interposition of act of a third person, 126*d*.
concurring negligence of third person, 126*e*.
loss of credit, 127.
loss of business, 127*a*.
loss caused by a crowd attracted, 128.
loss of employment, 129.
loss of a dependent contract, 130.
judicial or other official action, 131.

[References are to sections, *d.* means damage; *n.* means note.]

REMOTE DAMAGES—*Continued.*
deprivation of means to an end, 132.
deprivation of property, 133.
deprivation of business premises, 134.
deprivation of machinery, 134*a*.
deprivation of means of protection to person or property, 135.
detention of property, 136.
loss of service, 137.
for conversion, 506*a*.
on statutory bond, 680.
not recoverable on attachment bond, 682.
not allowed on injunction bond, 685.
of sale by agent without authority, 838.
not recoverable against carrier, 852.
for trespass on land, what are, 932.
no recoupment can be allowed for, 1041.
excluded, 1086. *See* CONSEQUENTIAL DAMAGES.
REMOVABLE NUISANCE, *d.* for, 948.
REMOVAL, expense of, 149.
of tenant's furniture, 167.
to other premises, cost of, 226*g*.
to accept service, 607.
d. for expense of, 607*a*.
in action for breach of contract to employ, 607 *n*.
of buildings, *d.* for, 935*a*, 1168.
of soil, *d.* for, 939.
of chattels, recovery of *d.* for, in action for trespass on land, 943.
of lateral support, 1110 *n*., 1123 *n*.
of timber, 1168.
of protection against freshets, 1117.
of shade trees, 1122.
of personal property, cost of, 1123.
REMOVE incumbrances, breach of covenant to, 972.
REMOVING property, expense of, 1169.
REMUNERATION, arbitrary, in insurance, 709, 715.
RENEW, *d.* for breach of covenant to, 996.
RENEWALS of insurance, agent entitled to commissions on, 834*e*.
RENT, illegal distraint for, 100.
loss of, 155.
likelihood in particular case of receiving, 186.
payable in kind, 279*c*, *n*.
interest on, 307, 919.
payable in chattels, interest on, 313*a*.
deposit to secure, whether liquidated *d*., 414.
entire, when recoverable for a breach of contract to occupy a room, 612.
how far recoverable for delay in constructing building, 645.
recovery of, on injunction bond, 685*a*.
injunction against collecting, 685*c*.
recovery for loss of, on sequestration bond, 691*d*.
of real estate, not chargeable on bond of executor or administrator, 692*j*.

[References are to sections, *d.* means damage; *n.* means note.]

RENT—*Continued.*
recoverable against insurance company during rebuilding, 723.
not recoverable on policy of fire insurance, 724.
contract to pay another's, 789.
covenant of sub-lessee to pay, 789.
neglect of agent to collect, 829.
not measure of mesne profits, 907.
for use of improvements, whether recoverable in action for mesne profit, 909*a*.
mesne profits reduced by payment of, 918.
interest on, in action for mesne profits, 919.
compensation for loss of, by nuisance, 948.
action to recover, 999*a*.
d. for breach of contract to pay, 999*a*.
excuse for payment of, 999*c*.
apportionment of, 999*d*.
recoupment in action for, 1040, 1057.
no recoupment for tort of landlord in action for, 1042.
RENTS AND PROFITS of land, equalling interest, 301*b*.
doweress whether entitled to, 921.
of land whether chargeable to vendee on breach by vendor to convey, 1012*a*.
loss of, 1151 *n.*, 1166*d*.
See MESNE PROFITS.
RENTAL VALUE, 184, 189, 1171*c*.
recovery of, 171*b*.
of land, as *d.* for use, 685*a*.
of property, not delivered, recoverable, 742.
of land, *d.* for diminution of, 932.
recovery for diminution of, 948.
of leased premises, what is, 984, 988.
what is, 999*e*.
allowance for, during delay in conveyance, 1021*a*.
as basis of compensation, 1081.
higher prospective, 1104.
in elevated railway cases, 1203.
loss of, 1165*c*.
evidence of, 1171*a*.
REPAIR, neglect to, causing injury, 35.
contract to keep gate in, 89.
breach of contract to, prospective *d.* on, 89, 90.
contract to keep cattle-passes in, 90.
consequential *d.*, 155.
agreement to, 155.
failure to keep in, 189.
contract to keep machinery in, 190.
of a ship, 196.
avoidable consequences, 202, 205, 209, 226.
agreement by landlord, 209.
tenant's agreement to make, 210.

[References are to sections, *d.* means damage; *n.* means note.]

REPAIR—*Continued.*
expense of, recoverable, 226*d.*
of injury from defective boiler, 226*d.*
where reasonable to make, 226 *n.*
expense of litigation, 240.
interest on money spent for, 316.
of chattel, expense of, 435, 438.
expense of, in case of collision, 589, 592.
in admiralty, 589.
avoidable consequences not recoverable on breach of contract to, 608.
d. for breach of contract to, 614 *n.*, 633*d*, 636*h*, 646*b*.
of contract of bailment for, 633*b*.
of dam, *d.* for injunction against, 685*f*.
of vessel, cost of, as constituting constructive total loss, 711.
recovery for, on marine policy, 714.
d. on election of insurer to make, 723.
of road, failure of agent to make, 829.
commission of agent for superintending, 834*d*.
interest on cost of, in action for mesne profits, 919.
recovery by tenant of cost of, 926.
recovery of cost of, in action for injury to land, 932.
of injury caused by flooding land, recoverable, 942.
breach by landlord of covenant to, 991.
covenant of tenant to, 999*h*.
d. for failure to restore leased premises in good, 999*j*.
recoupment for breach of covenant of, 1061.
of public highway, 1108 *n.*
covenant to. *See* COVENANT.
REPARATION, rules of, under Roman law, 24.
offer of, does not reduce *d.*, 53.
specific, 53.
accepted, reduces *d.*, 55.
offer of, reduces *d.* if it would prevent loss, 56.
by third party, 57.
preventing further loss, 62.
offer of, by defendant, 222.
REPEATED MESSAGE, 876.
REPETITION of telegraphic message, 876.
REPETITION OF DEFAMATION, whether provable in aggravation, 384*a*, *n.*, 446.
d. for, 444*a*, 448*d*.
proof that slanderous words were as mitigation of *d.*, 448*d*.
REPLACEMENT of trestle by embankment, 1109.
REPLACEMENT IN THE MARKET, 208*a*, 228*a et seq.*
connection of replacement with the rule of avoidable consequences, 228*a*.
replacement not a duty, 228*b*.
possible cases of replacement, 228*c*.
contracts for carrying stocks on a margin, 228*d*.
the measure of *d.* in stock-carrying contracts, 228*e*.
non-speculative stock contracts, 228*f*.

[References are to sections, *d.* means damage; *n.* means note.]

REPLACEMENT IN THE MARKET—*Continued.*
contracts for purchase and sale of chattels, 228*g*.
connection of this subject with the rule of higher intermediate value, 228*h*.
proof of replacement, 228*i*.
necessity of, 735.
cost of, 1171*d*, 1172*a*.
same as market value, 228*c*.
as bearing on value, 735*a*.
when price of goods has been paid in advance, 744.
as evidence of value of buildings, 935*a*.
necessity of, upon non-delivery of goods sold, 735.
vendee under no duty of, 741.
REPLEVIN, recovery in, by owner of limited interest in possession, 77.
by general owner, 78.
for part of goods, no action in trespass for rest, 85*b*.
nominal *d.* for detention of personal property in action of, 101 *n*.
no evidence as to length of period of detention, 107*a*, *n*.
avoidable consequences in, 214, 216.
costs of action of, in action for conversion, 226*c*.
expenses of litigation not recoverable in, 233.
no recovery of counsel fees in, 235*a*.
interest in, 317, 538.
exemplary *d.* in, 375.
d. for failure to hand over goods replevied, 556.
higher intermediate value, whether recoverable in, 507.
action of, 526 *et seq.*
bond must be given, 526, 528.
distinction between, and trover, 528.
rule of *d.* the same whether plaintiff or defendant recovers, 528.
much modified by statute, 528.
separate action by defendant, 528*a*.
nominal *d.* in actions of, 529, 531, 535.
early English statutes as to, 530.
value of property in, 531.
recovery by owner of a special interest, 531*a*.
valuation in writ, whether conclusive, 532.
when value of property estimated in action of, 533.
when labor of defeated party to be considered in action of, 534.
d. for detention in action of, 535.
when it becomes like an action of trover, 535.
d. for decrease in value of property taken in, 536.
loss of the property pending litigation, 536*a*.
value of use, 537.
interest as *d.* for detention of property in, 538.
compensation for natural increase of property in, 539.
income of the property, 539.
consequential *d.* in action of, 540.
similar to sequestration proceedings in Louisiana, 541.
reciprocal *d.* for, 542.

[References are to sections, *d.* means damage; *n.* means note.]

REPLEVIN—*Continued.*
value of property when estimated in action on, 690.
destruction of goods taken in, before judgment, 691.
reduction of *d.* on, 691*a*.
is possessory action, 691*a*.
for fences, *d.* in, 938.
recoupment in action of, 1044, 1057.
after distress for rent, recoupment in action of, 1057.
REPLEVIN BOND, *d.* on, 533, 689.
d. for detention on, 535.
action against sheriff for taking informal or insufficient, 555.
recovery on, 689, 689*a*.
counsel fees in action on, not recoverable, 689.
recovery of *d.* for taking not assessed in replevin suit, 689.
destruction of property before payment, 691.
recoupment in action on, 1041.
REPORT of master, interest on, 335.
recovery on bond for failure to render, 692*f*.
REPRODUCTION, cost of, 1168.
REPUDIATION of plaintiff, may be shown on breach of promise of marriage, 641.
of policy of insurance by company, 730.
of contract, 636*a et seq*.
performable in instalments, 636*b*.
continuance of performance after, 636*c*.
anticipatory breach: *d.* upon breach before time for performance, 636*d*.
d. affected by fluctuations in the market, 636*e*.
avoidance of loss by making forward contracts, 636*f*.
difference between, and rescission, 655*a*.
to take manufactured goods, *d.* upon, 752.
to convey land, 1012*a*.
REPURCHASE of converted property, by owner, 494*c*.
REPURCHASING, expense of, 565*a*.
REPUTATION, injury to, compensated, 39, 50.
exemplary *d.* for injury to, 51.
in business, injury to, 171*a*, *n*.
prospective *d.* for injury to, 172*a*.
d. for injury to, by slander or libel, 443.
affecting *d.* for defamation, 445.
of plaintiff, in mitigation of *d.* for slander or libel, 451.
by malicious prosecution 458.
d. for loss of, in action for malicious prosecution of civil suit, 468.
for wealth of defendant shown in action for breach of promise of marriage, 638.
RES ADJUDICATA, 1164.
RESALE, contemplation of, 156.
of land, 156.
d. for loss of, 161, 162, 163.
notice of contemplation of, 162.
profits expected from, 197.
at another place, goods purchased for, 246.

[References are to sections, *d.* means damage; *n.* means note.]

RESALE—*Continued.*
value affected by profit of, 248*a*.
price of, as bearing on value, 735*b*, 854.
value of goods purchased for, 739.
profits of, on non-delivery of goods, 739.
d. for failure to supply goods bought for, 742*a*.
of goods by seller, on failure of purchaser to receive, 750.
after non-payment for goods, 750.
after non-acceptance of goods purchased, 755.
of goods by vendor after default, 755.
price received on, as evidence of value, 762.
on breach of warranty of goods, 762.
at a distance, *d.* for breach of warranty of goods purchased for, 762, 770, 771.
of warranted goods, *d.* for loss of, 771.
profit of, whether recoverable against carrier, 844.
d. cannot be recovered for loss of, 854.
of land, contemplation of parties as to, 1005.
as evidence of value of land, 1018.
as evidence of *d.* for failure to accept deed, 1018
of land, no recovery for loss of, 1022.
unless notice received, 1022.
RESCISSION OF CONTRACT, 636*f*, *n*.
recovery upon, 655*a*.
of employment, right of servant to elect, 665.
of service by mutual consent, 673.
for sale of chattel, 733*a*.
of sale after non-acceptance of goods, 754.
for sale, *d.* upon, 754.
after notice of countermand, 758.
to convey land, 1012*a*.
See REPUDIATION.
RESCUE of vessel, prevents recovery for total loss, 711.
RESERVOIR, collection of water in, whether cause of action, 33.
percolating, whether cause of action, 33.
breaking away of, whether cause of action, 33.
recovery for diminution in value, 1080.
taking of land for, 1162.
construction of, 1164.
unlawful entry to construct, 1175.
and dam, 1162.
RESERVOIR PURPOSES, taking of land for, 1085, 1151 *n*.
land condemned for, 1171*e*.
RESERVOIR SITE, property condemned for, 1171*b*.
value of property as, 1171*e*.
RESIDENCE, nearness of poles to, 1149 *n*.
adaptability of land for, 1171*b*.
summer property used as, 1171*c*.
actual value for, 1171*c*.
RESPONDEAT SUPERIOR, 810.

[References are to sections, *d.* means damage; *n.* means note.]

RESTAURANT, eviction from premises used as, 182*n*.
value of land for, 252 *n*.
RESTRAINT, of trade, contracts in, 193*b*.
RESTRICTIVE COVENANT, *d.* for depreciation caused by, 970.
RESTITUTION, demand under writ of, 690.
RESTORATION of land after flooding, recovery of expense of, 942.
RESTRAINING ORDER, *d.* caused by, 685.
RESTRICTIONS, effect of, on value of fee, 1158.
RESTS, annual, in accounts when allowed, 344.
RETAIL value of goods, 197, 722.
profits from sale at, 197.
RETAIL PRICE includes profits, 197.
RETRACTION of defamation as affecting *d.*, 453.
RETURN, accepted, nominal *d.*, after, 98.
of chattels to owner, 435.
d. for failure to make, 556.
d. for false, 557.
of borrowed property, contract for, 633*b*.
judgment for, in replevin, 689.
judgment for, does not bar defendant in action on replevin bond, 691*a*.
d. on sheriff's bond for failure to make, 692*i*.
not corresponding to warranty, 759.
of goods shown in reduction of *d.*, 55*a*.
of goods, reduction of *d.* for, 565*a*.
of goods converted, reduction by, 493*a*, 494*a*, 494*b*.
of property, as reducing *d.*, 435.
of property, *d.* for failure to make, 633*b*.
RETURNING EXECUTION, neglect in not, 103.
REVENGE, exemplary *d.* for, 364.
REVERSION, *d.* for injury to, 74.
REVERSIONARY INTEREST, in elevated railway cases, 1201.
value of, 1084, 1085.
REVERSIONER of land, *d.* recoverable by, 74.
defendant answerable in part to, 69.
as well as lessee, injury to, 71.
recovery by, 72.
nominal *d.* recoverable by, 98, 100.
trover by, for cutting of branches, 100.
recovery by, on fire policy, 725.
recovery by, for injury to land, 926.
REVERTER, possibility of, has no ascertainable value, 1155.
REVOCATION of submission to arbitration, *d.* for, 687.
REVOLVER, whether baggage, 873, *n*.
REWARD, for murderer, 200.
paid for return of property converted, recovery of, 494*c*.
RHODE ISLAND, constitutional provisions for allowance of benefits in, 1145, 1148.
RIB, excessive *d.* for fracture of, 1350.
RIBBONS, breach of contract to dye, 620 *n*.
RICE, contract for payment in, 279*b*.

[References are to sections, *d.* means damage; *n.* means note.]

RIGHT of eminent domain, basis of, 1107.
nature of, 1107.
of property, 1107.
nominal *d.* for infringement of, 98.
invaded or interfered with, nominal *d.*, 104.
belief of, exemplary *d.* mitigated by, 383*c*.
in stock, neglect of agent to sell, 828.
interference with, 1094.
to furnish cloak-rooms in theatre, 1097.
to supply refreshments, 1097.
to sink shafts in lands for minerals, 1097.
to advertise in theatre, 1097.
of lateral support, 1149*a*.
pertaining to property not taken, 1149*a*.
to flow of stream, 1149*a*.
not affected, *d.* when, 1149*b*.
in condemnation proceedings, basis of, 1149*b*.
private, of ferriage, 1171*a*.
RIGHT OF ACTION, what injuries give, 33.
question of, often confounded with remote consequences, 114.
exemplary *d.* alone never give, 361.
for slander, what will give, 443.
personal, 1095.
RIGHT OF WAY, obstruction of, 93 *n*.
bond to pay for, 677.
unlawful use of, 1110 *n*.
throwing earth and trees on land outside of, 1110 *n*.
for railroad, taking of, 1114.
obstruction of, 1117.
for telegraph, 1149 *n*.
for telegraph, taking of, over railroad right of way, 1149.
taking of, across railroads, 1152*a*.
may form part of land to which it is appurtenant for eminent domain proceedings, 1154.
taken for pipe-line, 1165.
taking of, by railroad, 1166*c*.
opening of new road across, 1167.
RIGHT TO CONVEY, *d.* on covenant of, 966.
RING, whether baggage, 873 *n*.
RISE in value, benefits through, 1103.
RISK of conviction, recovery for, in malicious prosecution, 458.
of salvor, as affecting amount of salvage, 599*c*.
of injury, compensation for, 866.
increased, from fire, 1149*a*.
and danger in general, 1165*c*.
conjectural, 1165*c*.
of fire, 1164, 1165, 1166.
from leakage of gas, 1165.
from crossing road, 1165*c*.
to orchard, 1165.

[References are to sections, *d.* means damage; *n.* means note.]

RIVER, impairment of access to, 99 *n.*
obstruction of, 182.
loss of use of frontage on, 1101.
changing current of, 1109 *n.*
change in course of, 1120.
taking of land to widen, 1171*b.*
land enriched by sediment from, 1171*b.*
access to navigable, 1093.
ROAD, loss of use of, 187.
avoidable consequences of obstruction of, 215.
d. for breach of contract to build, 614 *n.*, 618 *n.*, 647.
d. for breach of contract to repair, 647.
d. against agent to keep in repair, 829.
d. for building, 910.
private, proximity of railway crossing to, 1078.
public, railway across, 1090.
narrowing of, 1092.
on plan, access to, 1096.
construction of culvert under, 1109 *n.*
private, owner compelled to build, 1109.
through pasture, 1149 *n.*
d. from construction of, 1164.
difficulty of crossing, 1165.
risk from crossing, 1165*c.*
building, without condemnation proceedings, 1165*c.*
opening of new, across right of way, 1167.
turnpike, taken for highway, 1171*d.*
private, compensation for, 1178.
enhancement of value by, 1178.
ROADBED, of railroad, elevation of, 1109 *n.*
ROADS, laid out through tract of land do not destroy entirety of it, 1154 *n.*
ROADWAY, elevation of, impairing access, 1123.
ROBBERY, loss of money by, whether chargeable to treasurer, 692*f.*
ROCK, *d.* for breach of contract to remove, 614 *n.*
ROMAN LAW, *d.* under, 22.
arbitrary rules of reparation, 24.
damnum emergens and *lucrum cessans*, 22.
recovery of litigation expenses in, 231.
no exemplary *d.* in, 355.
liquidated *d.* in, 392.
as to sale of chattel, 782.
for breach of contract of sale, 782.
as to mesne profits, 906.
of *stipulatio*, 954.
analogies of, to relation of court and jury, 1312, 1314.
formulae in, 1313.
ROME, substitutes for money in, 266.
ROOF, ice falling from, whether cause of action, 33.
leaking, causing pneumonia, 155.
machinery injured by non-repair of, 209*n.*

[References are to sections, *d.* means damage; *n.* means note.]

ROOF—*Continued.*
d. for breach of contract to repair, 646*b*.
d. for destruction of, 935*a*.
d. recoverable by tenant for defect in, 990.
d. for injury to, by landlord, 990*b*.
overhanging, 1166*b*.
ROUND-HOUSE, location of, 1111.
ROYALTIES, insurance of, 724.
ROYALTY, *d.* for loss of, 197.
interest upon amount of, 323.
under patent, 1216.
as measure of *d.* for infringement of patent, 1220.
See PATENT.
RUBBER BUSINESS, value of land for, 252 *n*.
RULE of avoidable consequences, 1104, 1172*a*.
of *d.*, in statutes, 1112*a*.
of eminent domain under new constitutions, 1118.
in Illinois, 1121.
of market value, 1171*c*.
of telegraph company, *d.* limited by, 786.
general, of public liability, 1108.
common law, on eminent domain, changed by constitutions, 1122.
early, on eminent domain, 1115.
in Pennsylvania, 1120.
second, of eminent domain, 1116.
third, of eminent domain, 1117.
English, judicial objection to, 1105.
English, on eminent domain criticised, 1122.
English, on eminent domain, in Pennsylvania, 1120.
Thesiger's, 1096.
application of, 1121.
ordinary, as to certainty of proof, 1087.
as to certainty of proof, 1094.
as to certainty of remoteness, 1094.
for construing stipulations for *d.* *See* LIQUIDATED DAMAGES.
of evidence, 1179.
special on compensation, in England, 1100.
when no land taken, 1088.
RUNNING of trains, 1123.

SACRIFICE, what is general average, 717.
of property to raise money, remote, 806.
SAFE, warranted burglar-proof, 164*a*.
SAFETY appliances, 1165.
SALARY, continuation of, 67.
interest on, 308*a*.
amount of, set off in recovery on bond of officer of corporation, 694.
of city clerk, set off on bond, 693.
of office lost pending appeal, recovery of, 688*a*.

[References are to sections, *d.* means damage; *n.* means note.]

SALE, conditional. *See* CONDITIONAL SALE.
recovery by party to, 80*a*.
hope of making, 170.
notice of contemplation of, 161.
d. for fraud in effecting, 439*b*.
d. from injunction against, 685*h*.
loss of opportunity for, by injunction, 685*h*.
d. against agent for, 819, 821–824.
by agent, *d.* for unauthorized, 821.
below price, 822.
on wrong terms, 823.
for neglect to make, 824.
d. for discharge of agent for, 834*c*.
d. against telegraph company for loss of, 883.
for error in transmitting conditions of, 886.
of grease, breach of warranty in, 164*a*.
of newspaper, liquidated *d.* for breach of term of, 401.
of property, suspended by appeal, 688*a*.
of stock, *d.* for breach of contract for, 627*a*.
of growing crops, 737.
by sample, *d.* in case of, 761.
of good will of business, recoupment in action for purchase price, 1062.
non-compulsory, market value implies, 1179.
at auction, evidence of, 1179.
as evidence of value, 1298.
as measure of *d.* in patent suits. *See* PATENTS.
under civil *d.* statutes. *See* CIVIL DAMAGE STATUTES.

SALE OF CHATTELS

I.—IN GENERAL

countermand after, 758.
when *d.* are to be estimated upon, 758.
right of rescission upon, 758.
d. against sheriff for error in making, 558.
contract for exclusive agency for, 607, 633.
recovery on sheriff's bond for wrongful, 692*i*.
Justinian's laws as to, 782.
civil law as to, 783.
by agent, *d.* for unauthorized, 821.
recoupment in case of, 1059 *et seq.* *See* RECOUPMENT.
for non-delivery of part, 1059.
for false representation or fraud, 1060.
for defect in goods, 1060.
for breach of term of, 1061.
warranty on. *See* WARRANTY OF CHATTELS.
fraud in. *See* FRAUD.

II.—BREACH BY VENDOR

d. in actions arising from, 733 *et seq.*
introductory, 733.
rescission, 733*a*.
general rule, 734.

[References are to sections, *d.* means damage; *n.* means note.]

SALE OF CHATTELS—*Continued.*
nominal *d.* for, 734.
after partial delivery, 734, 743.
reason generally given for it doubtful, 735.
actual value and cost of replacement, 735*a*.
market value and price at resale, 735*b*.
delay in delivery, 735*c*.
expenses caused by, 226*g*.
failure to deliver stock, 736.
time when market value is to be taken, 737.
where delivery was postponed, 737.
in installments, 737.
on demand, 737.
place where market value is to be taken, 738.
nearest market, 739.
price receivable on a sub-contract, 740.
avoidable consequences, 201, 205, 741.
requirement of re-purchase upon non-delivery, 220.
offer of goods at higher price after refusal to deliver, 222.
duty of replacement after breach of contract for, 228*a et seq.*
interest on failure to deliver, 313*a*.
liquidated *d.* for failure to deliver, 417.
for delay in delivering, 419.
consequential *d.* for failure to deliver, 153, 164, 742.
goods not procurable in market, 163.
at a special season, 169*a*.
profits, 196, 742*a*.
waiver, 743.
payment in advance, 744.
the rule of higher intermediate value followed in some jurisdictions, 745.
disapproved in other jurisdictions, 746.
distinction between stock and merchandise, 747.
no just distinction, 748.
same reason for rule where property has fallen, 749.
collateral agreement broken by vendor, 749*a*.
III.—Breach by Vendee
rule where title has passed, 750.
failure to pay, price recoverable, 750, 751.
if no price value recoverable, 750.
resale upon, 750.
instances, 751.
manufacturing contracts, 752.
property to be severed from the realty, 752*a*.
rule where title has not passed, 753.
remedies for, 753.
nominal *d.* for, 753.
rescission, 754.
resale after default, 755.
promise to give a bill or note, 756.
note of a third party, 756.

[References are to sections, *d.* means damage; *n.* means note.]

SALE OF CHATTELS—*Continued.*
where credit was given, 756.
consequential *d.* upon, 757.
avoidable consequences, 757.
interest on price unpaid, 308.
IV.—Breach of Warranty and Fraud
warranties, 226*g*, 759.
cases allowing difference between price and actual value, 760.
between value as warranted and actual value, 761.
discussion of principles, 761*a*.
difference in values the general rule, 762.
recoupment, 762*a*.
warranty of quantity or value, 763.
avoidable consequences, 764.
consequential *d.*, 765.
upon warranty of fitness for a purpose, 766.
upon warranty of machines, 767.
of seeds, 768.
by communication of disease, 769.
upon a sub-contract, 770.
purchase for sale at a distance, 771.
expenses, 772.
litigation expenses, 238, 773.
warranty of title, 774.
of indorsements, 775.
that a certain sum is due, 776.
fraud in sale of chattels, 777.
Smith *v.* Bolles, 778.
English rule, 779.
general discussion, 780.
considerations of practical justice, 781.
SALE OF LAND. *See* Land.
I.—In General
liquidated *d.* on contract of, 417.
on execution, *d.* for illegal, 565*d*.
II.—Breach by Vendor
English rule, Flureau *v.* Thornhill, 1001.
cases following Flureau *v.* Thornhill, 1002.
Engel *v.* Fitch, 1003.
Bain *v.* Fothergill, present English rule, 1004.
general considerations, 1005.
American jurisdictions following the English rule, 1006.
exceptional cases, vendor refuses to convey, being able to do so, 1007.
vendor contracts with reference to complete title, 1008.
the rule of nominal *d.*, 1009.
substantial *d.*, in case of bad faith, 1010.
in case of knowledge that title is in third party, 1011.
substantial *d.* always recoverable, general rule in America, 1012.
rescission, 1012*a*.
reduction of *d.*, 1013.

[References are to sections, *d.* means damage; *n.* means note.]

SALE OF LAND—*Continued.*
payment in advance, 1014.
Nichols *v.* Freeman, 1015.
quality or quantity deficient, 1016.
expenses, 1017.
measure of value, 1018.
covenant to make partition, 1019.
barter contracts, 1020.
d. in actions to enforce specific performance, 1021.
d. for delay in making conveyance, 1021*a*.
consequential *d.*, 1022.
III.—Breach by Vendee
difference between value and contract price recoverable, 1023.
contract price recoverable in some States, 1024.
interest and expenses, 1025.
forfeiture of deposits, 1026.
IV.—Fraud in Sale of Land
measure of *d.* for fraud, 1027.
consequential *d.* for fraud, 1027*a*.
deficiency in quantity, 1028.
the rule in Smith *v.* Bolles, 1029.
recoupment for, 1062.
SALESMAN, delay of goods sent to, 152.
SALMON, warranted fit for food, 164*a*.
SALOON, value of land for, 253 *n*.
SALT, contract for payment in, 279*b*.
d. for error in telegram for purchase of, 884.
SALVAGE of fragments of injured property not necessary, 218.
recoverable in admiralty, 589.
amount of, 599*c*.
what amount of, constitutes constructive total loss, 711.
expense of, when considered in marine policy, 716.
SALVOR, amount of recovery by, in admiralty, 599*c*.
SAMPLES, failure to deliver package of, 164.
sent by common carrier, delayed, 195.
d. for delay in delivery of, 865*a*, *n*.
whether baggage, 873 *n*.
SAND, exemplary *d.* for carrying away, 373.
d. on injunction bond for removal of, 685*b*, *n*.
d. recoverable from tenant for removing, 999*g*.
SATISFACTION, payment by note must be accepted as full, 796, 798.
SAVING, habits of, considered in actions for death, 574*a*.
SAVINGS BANK BOOK, value of, 258.
statutory interest as *d.* for detention of, 538.
SAW, *d.* for breach of contract to, 614 *n*.
SAWMILL, stoppage of, 164*a*.
failure to repair, 226*g*.
d. for expense of removing, on injunction bond, 685*b*.
injunction against working, 685*c*, *n*.

[References are to sections, *d.* means damage; *n.* means note.]

SAWMILL—*Continued.*
d. for deficiency of power on contract to convey land for, 1016.
lots available for, 1171.
SAXON LAW, 10.
"SCAB" workman as passenger, 150.
SCALE, warranty of, 164*a*.
SCANDALOUS picture, value of, 265.
SCAR, wound which would leave, 172.
SCENERY, failure to transport, 164.
SCIRE FACIAS, interest on, 334.
SCHOLARSHIP, contract for permanent, 636*i*.
SCHOOL, whether forfeiture of tuition in advance is penalty, 414.
breach of contract to employ to teach in, 607 *n*.
entire cost of tuition payable for breach of contract, 612.
SCHOOL BOOKS, value of, 250.
SCHOOL COMMISSIONER, recovery on bond of, 693.
SCHOOL FUNDS, no recovery for loss of, on bond of county treasurer, 692*a*.
SCHOOL HOUSE, erection of public, 1177.
SCHOOL PURPOSES, value of land for, 1081.
SCHOOL TEACHER, measure of *d.* for injury to, 180 *n*.
SCHOOLMASTER, recovery of fee by, 612.
SCOTCH LAW, analysis of elements of injury, 37 *n*.
nominal *d.* in, 107 *n*.
solatium in, 355.
no exemplary *d.* in, 355.
recovery for mesne profits in, 906.
SCRAP IRON, breach of warranty of, 770.
SCRIP, land, value of, 261.
half-breed, value of, 531.
SEARCH, for converted property, expense of, 226*c*.
SEARCH WARRANT, *d.* for unlawfully executing, 47, 564.
SEA, *d.* for delay in transportation by, 855.
SEASON, loss of sale for, 169*a*.
SEA-WALL, exclusion from, 135.
d. for taking, 217.
contract to build, 631.
SECOND-HAND GOODS, value of, 251.
SECONDARY DAMAGES. *See* CONSEQUENTIAL DAMAGES.
SECURITY, recovery for impairment of, 73.
land as, recovery for, 73.
value of, 258.
interest on money deposited as, 302*a*.
fraud in representing value of, 439*c*.
breach of contract to give, 622*a*.
d. for loss of, 633*c*.
bond given as, 679*a*.
how affected by injunction against foreclosure, 685*h*.
recovery for failure to give, on arbitration bond, 687.
amount of, received by surety must be deducted from contribution, 808*a*.
liability of agent for failure to obtain, 818*b*.

[References are to sections, *d.* means damage; *n.* means note.]

SECURITY—*Continued.*
collateral, *d.* against bank for loss of, 819.
d. for failure by agent to require, 823.
misrepresentation of title to, 1027.
interest in action for loss of, 317 *n.*
SEDIMENT from river, land enriched by, 1171*b*.
SEDUCE, recovery for attempt to, 48.
SEDUCTION, compensation for shame in action for, 47.
cannot be proved in reduction of *d.*, 66.
no interest in action for, 316.
exemplary *d.* for, 376, 474.
of daughter, *d.* recoverable for, 471–476.
peculiarity of action for, 471.
d. governed by rules of law, 472.
compensation for loss of services of daughter, 473.
for family dishonor, 473.
for injury to family relations, 48, 473.
for wounded feelings and affections, 473.
aggravation of *d.* for, 475.
promise of marriage, 475.
abortion, 475.
pecuniary position of parties, 475.
mitigation of *d.* for, 476.
indifference of plaintiff, 476.
offer of marriage, 476.
unchastity of daughter, 476.
recovery by daughter, 476.
action by party seduced, 477.
d. recoverable by statute, 477.
aggravates *d.* for breach of promise of marriage, 639.
recoupment for, 1066.
excessive *d.* for, 1340.
verdict for, may be set aside as excessive, 1328.
SEED, warranty of, 191.
interest in action for breach of warranty of, 316 *n.*
d. for breach of warranty of, 764, 768.
SEEPAGE, injuries from, 1164.
from a canal, 1164.
after construction, 1164.
SEISIN, covenant of, 56.
recovery of expenses of prior litigation on breach of covenant of, 238.
recoupment in action for breach of covenant of, 1053.
d. on covenant of, 966. *See* REAL COVENANTS.
SEIZURE of chattels, injury to business or credit from, 127, 135, 467.
d. for, 565.
SELECTMENT, *d.* against, 562.
SELLER, failure of, to deliver machinery, 165.
action for negligence in building, 657.
SELLING AGENT, measure of *d.* for injury to, 180 *n.*

[References are to sections, *d.* means damage; *n.* means note.]

"SELLING SHORT," effect of, on market value, 249.
d. for wrongfully, 828.
SELLING VALUE, diminution of, 1101.
of property, 1164.
SENDER of telegram, action by, 877.
SENTIMENTAL annoyance, no recovery for, 46*a*.
d. caused by contemplation of disfigurement, 47 *n*.
SENTIMENTAL DAMAGE, no recovery for, 999*g*.
SENTIMENTAL LOSS, no recovery for, in action for death of parent, 577.
SENTIMENTAL VALUE, 251*a*.
SEPARATE contracts, 85*a*.
SEPARATION of grazing land from water, 1165.
SEQUESTRATION proceedings in Louisiana, 541.
SEQUESTRATION BOND, recovery on, 691*d*.
SERIES, of similar injuries, 84*a*.
SERVANT, wrongful discharge of, 205 *n*.
exemplary *d.* for loss of service of, 376.
master's liability in exemplary *d.* for act of, 378.
for negligence in hiring, 378, 380.
exemplary *d.* for tort of, 378.
corporation's liability, 380.
ratification of act of, as basis of exemplary *d.*, 380*a*.
d. for enticement of, 469.
consequential *d.* for enticing, 470.
d. for maliciously procuring discharge of, 470*a*.
d. against, for improper work, 674.
SERVICE, action for wages accrued before wrongful discharge from, 85*a*.
recovery for probable future loss of, 86*c*.
SERVICE, CONTRACT OF, avoidable consequences on, 206.
duty to seek employment on breach of, 206, 207, 608, 667.
to accept employment offered by defendant, 222.
expense of obtaining other employment after breach of contract of, 226*d*.
liquidated *d.* for breach of, 407, 412, 668.
recovery of expense of removing, on breach of contract of, 607*a*.
where plaintiff departs before completion of, 658–662.
where infant departs before completion of, 663.
consequential *d.* for departure from, without notice, 137.
d. on breach of, 607, 664 *et seq*.
recovery of compensation upon, 664.
where no price fixed, 664.
limited to amount of bill presented, 664.
evidence of value of services, 664*a*.
where servant is wrongfully discharged, 665.
entire *d.* for, 665, 666.
three courses open, 665.
prospective *d.* for, 666.
duty to seek employment, 667.
burden of proof, 667.

[References are to sections, *d.* means damage; *n.* means note.]

SERVICE, CONTRACT OF—*Continued.*
reduction of *d.*, 667.
employment terminable on notice, 668.
domestic service, 668.
compensation by share or percentage of an uncertain amount, 669.
where payable on contingency, 670.
by broker, 670.
services rendered in expectation of compensation, 671.
interruption of service by unavoidable cause, 672.
services rendered on a contract rescinded by mutual consent, 673.
by an infant, 673*a*.
under an agreement within the statute of frauds, 673*b*.
under a void agreement, 673*c*.
voluntarily, 673*d*.
outside the scope of employment, 673*e*.
recovery by party in default, 673*f*.
remedy of master for improper service, 674.
consequential *d.* for breach of, 675.
expense of obtaining employment, 675.
arrest of servant, 675.
auctioneer's expenses, 675.
detention in foreign port, 675.
the English workmen's compensation act, 675*a*.
recoupment on, 1064, *et seq.*
plaintiff may bring suit before term of, 90.
SERVICE, LOSS OF, for residue of term of apprentice, 91.
exemplary *d.* in actions for, 376.
consequential *d.* for, 450.
aggravation of *d.* for, 479.
mitigation of *d.* for, 480.
excessive *d.* for, 1365.
by enticement of servant, 449.
of adult child, recovery for, 576.
of child, recovery by parent for, 486*c*.
by injury to child, 486*c*.
during minority, in action for death, 575.
by seduction of daughter, 473.
of wife, recovery by husband for loss of, 486*a*.
by seduction, *d.* for, 478–480.
by criminal conversation, 478.
by alienation of affection, 480*a*.
in action for death, 578.
SERVICES, value of, 107*a*, 255.
estimated by the jury, 171*a*.
evidence of value of, 1303.
nominal *d.* in actions for, 106.
recovery of value of, in avoiding loss, 226*i*.
interest on unliquidated claim for, 312.
breach of agreement to allow payment of debt by, 622*a*
to pay for, in stock, 627*a*.

[References are to sections, *d.* means damage; *n.* means note.]

SERVICES—*Continued.*
quantum meruit for, 650.
compensation for, after expiration of term of employment, 664.
rendered in expectation of payment, 671.
action against attorney for failure to perform, 831.
agent entitled to compensation for, 834*a*.
d. on breach of contract to give land in exchange for, 1020.
SERVITUDE, additional, on highway, 1120.
imposition of, on property, 1116.
additional, of telephone and telegraph line, 1149*b*.
SET OFF, in action on bonds, 681.
reduction of *d.* on replevin bond by, 691*a*.
origin of doctrine of, 1031.
object of statutes of, 1031.
at law, 1031.
exists only for claim *ex contractu*, 1031.
equitable, 1032.
difference between recoupment and, 1033.
SETTLEMENT, interest from demand for, 314.
of debt, breach of contract to secure, 622*a*.
SETTING ASIDE VERDICT for exemplary *d.*, grounds for, 388.
in general, 1319.
SETTING BACK of houses, 1165.
of sewage, 1166*d*.
SEVERABLE CONTRACTS, 636*g*.
SEVERANCE of land, 1080.
d. for, 1099.
SEVERANCE FROM FREEHOLD, *d.* for, 500–504.
conflict of authority as to measure of *d.* for, 500.
of coal, 501, 502, 503, 935, 936.
English rule, 501.
of trees, 502, 503, 504, 933, 934.
restricted rule, 502.
of growing crops, 502.
not made in good faith, 503.
general rule in America, 503.
sale by wanton trespasser, 504.
whether distinction in *d.* for, between trespass and trover, 934.
of buildings, 935*a*.
of minerals, 935.
of other things, 935*b*.
SEWAGE, discharging of, by city, causing nuisance, 95.
works, taking of lands for, 1102.
flow of, through land, 1123.
water, 1166*d*.
setting back, 1166*d*.
SEWER, *d.* for construction of, 95.
access to, deprivation of, 1093.
purposes, taking of land for, 1110 *n*.
negligent construction of, 1110 *n*.

[References are to sections, *d.* means damage; *n.* means note.]

SEWER—*Continued.*
location of, 1112.
construction of, 1119.
laying of, 1123 *n.*
conversion of stream into, 1149 *n.*
gas, danger from, 1165*c*.
new, expense in making connection with, 1166*d*.
SEWING MACHINES, employed to sell, entitled to what *d.* for, 834*c*.
SHADE TREES, destruction of, 1167 *n.*
removal of, 1122.
SHAFTS, contract right to sink in land for minerals, 1097.
SHAME, caused by wrongful act of physician, 47.
compensation for sense of, 47.
recovery for, in action for false imprisonment, 462.
in action for seduction, 473.
for sense of, in action for personal injury, 484.
in action for breach of promise of marriage, 638*b*.
on eviction from leased premises, 988*a*.
SHAPE OF LAND, *d.* from inconvenient, 1164.
SHARE, in profit of business, contracts for, 193.
breach of contract for, 625.
of crop, lease of farm for, 989.
breach of contract to cultivate farm on, 624.
SHARES, value of bank, 1171*d*. *See* STOCK, CORPORATE.
SHEEP, action for conversion of, 170*a*, *n*.
d. for breach of warranty of, 765.
recoupment in action for price of, 1060.
SHEEP GROWING, profits of, 182*a*, *n*.
SHELTER to cattle, *d.* for loss of, 685*f*.
whether passenger should obtain, on wrongful expulsion from train, 872.
SHERIFF may reduce *d.* for wrongful seizure by showing subsequent legal seizure, 60.
becoming trespasser *ab initio*, 61.
action against, for illegal seizure, 60.
for informal sale, 61.
recovery by, 76, 79.
recovery against owner, 78.
in replevin, 77.
neglecting to return an execution, nominal *d.*, 103.
trespass against deputy, 175.
interest on money retained by, 303.
exemplary *d.* against, 363.
d. for fraud in sale by, 440.
d. against, for failure to attach, 550.
for failure to arrest, 551.
for escape from arrest, 552 *et seq.*
for taking insufficient bail or surety, 555.
for failure to return, 556.
for false return, 557.
for other breaches of duty, 558.

[References are to sections, *d.* means damage; *n.* means note.]

SHERIFF—*Continued.*
bond to indemnify, 684*a*.
recovery by, on replevin bond, 691*b*, *n*.
no recovery on bond of, for taxes in arrear, 692*a*.
recovery on bond of, 692*i*.
recovery for wrongful levy by, 802.
recoupment against, 1041.
SHERIFF'S SALE, as evidence of value, 1298.
SHIP, contract to build, 164.
recoupment in action for price of building, 1038.
SHIRTINGS, *d.* for non-delivery of, 734.
SHOCK, to nervous system, 47.
nervous, compensation for, against carrier of passengers, 861, 866.
in action for injury to passenger, 861.
caused by risk of injury, 866.
"SHORT." *See* "SELLING SHORT."
SHOULDER, excessive *d.* for breaking, 1349.
SHOW, exhibition of wares at, 164.
goods intended for exhibition at, 200.
SHRINKAGE in weight of cattle, compensation for, 854.
SIC UTERE TUO UT ALIENUM NON LÆDAS, 104.
SICKNESS, special *d.* for, caused by stagnant water, 35 *n*.
recovery for, by woman seduced, 477.
loss of time by, 1166*d*.
SIDE-TRACK, location of, 1109.
on street, building of, 1123.
SIDE WALK, cost of repair, 226*d*, *n*.
d. for breach of contract to build, 615 *n*., 620 *n*.
d. for excavation in, 802.
d. for removal of, 944.
change of grade in, 1122.
narrowing of, 1123 *n*.
destruction of, 1123 *n*.
cutting down, 1149 *n*.
SIGHT, excessive *d.* for destruction or impairment of, 1359.
SIGN BOARDS, expense of, 1152*a*.
SIGNALS, cost of maintaining, whether recoverable in eminent domain, 1152*a*.
SIGNATURE of note, estoppel to deny, 708.
SIGNIFICATION, legal, of "property," 1117.
SINGER, profits from, not recoverable on breach of contract to lease opera house, 185.
SISTER, no presumption of loss by, in action for death, 584*a*.
d. for failure to deliver message announcing sickness or death of, 894*b*.
SITE for ferry landing, 1171*b*.
for basement barn, 1171*b*.
bridge, value of land for, 1171*e*.
SIZE of cars, change in, 1149 *n*.
SKATING RINK, ejection from premises used as, 182 *n*.
SKILL, value of, 255.
in saving property, considered in amount of salvage, 599*c*.

[References are to sections, *d.* means damage; *n.* means note.]

SKILL—*Continued.*
neglect of agent to use for principal, 828.
recoupment for lack of, in construction, 1036, 1067.
against surgeon, 1037.
against attorney, 1037.
SKINS, *d.* in dyeing, 633*b*, *n.*
SKULL, excessive *d.* for fracture of, 1351.
SLANDER, causing mental pain, not subject for special *d.*, 43.
recovery for, 47.
when subject for compensation, 52.
no evidence of words after beginning of action, 88.
affecting trade or profession, 171*a*.
no interest in action for, 316.
exemplary *d.* for, 377.
may be shown in aggravataion of breach of promise of marriage, 639*a*.
special *d.* in action for, 1271.
verdict for, set aside as excessive, 1328 *n*.
inadequate *d.* for, 1370.
See DEFAMATION.
of title, *d.* for, 455.
expense of litigation caused by, 241.
SLANDEROUS words, action for, though no money lost, 97.
SLAVE, recovery for wounded feelings cased by malicious beating of, 44*a*.
letting of, for specific time, 68*c*.
death of, during replevin proceedings, 691.
d. for breach of warranty of, 765, 772.
d. for fraud in sale of, 777.
recoupment in action for hire of, 1063.
SLEEPING CARS, measure of *d.* in action against, 873*a*.
SLEIGH, evidence of value of, 1302.
SLIDING of land, causing, 1117 *n*.
SLIGHT LOSS, *d.* for, not nominal, 96.
SMALL *d.* confused with nominal *d.*, 96 *n*.
SMALLPOX, communicated by warranted rags, 766.
d. against lessee for using premises as hospital for, 999*g*.
SMART MONEY. *See* EXEMPLARY DAMAGES.
SMELL, *d.* for unwholesome or disagreeable, caused by nuisance, 948.
offensive, 1166*d*.
SMOKE, compensation for, 42.
polluting air, 95.
of trains, 1102.
whether new burden, 1152*a*.
from railroad operation, 1120, 1123.
d. from, 1121, 1123 *n*., 1164, 1165, 1165*a*.
injury from, 1164, 1165.
annoyance from, 1164.
SOCIAL condition of parties, as affecting exemplary *d.*, 385.
message, no recovery for mental suffering for non-delivery of, in Alabama, 894*a*.
position, recovery for loss of, 50.

[References are to sections, *d.* means damage; *n.* means note.]

SOCIAL—*Continued.*
affecting *d.* for defamation, 445.
of defendant aggravates *d.* for libel or slander, 445.
of plaintiff may aggravate *d.* for libel or slander, 445.
compensation for injury to, on breach of promise of marriage, 639.
loss of, may be shown in action for breach of promise of marriage, 639*a*.
standing, exemplary *d.* for injury to, 51.
recovery for loss of, in malicious prosecution, 458.
d. for loss of, in action for seduction, 477.
loss of, 638.
SOCIETY, of child, loss of, 48.
of family, loss of, 48.
of wife, loss of, 48.
compensation for loss of standing in, 50.
no evidence of value of loss of, 171*a*.
of family, compensation for loss of, 458.
recovery for loss of, by malicious prosecution, 458.
of wife, recovery for loss of, in action for criminal conversation, 478.
of husband, *d.* for loss of, in action for alienation of affection, 480*b*.
of wife, recovery for loss of, 486*a*.
of child, no compensation for loss of, 486*c*.
loss of, not compensated in statutory action for death, 573*a*.
husband cannot recover for, in *d.* for death, 573*a*.
no recovery for loss of, in *d.* for death, 573*a*.
of husband, widow cannot recover for loss of, 578.
SOIL, *d.* or removal of, 939.
loss of future deposits of, 1120.
character of, 1166*c*.
SOLATIUM, no recovery for, in action for death, 573*a*.
in the Scotch law, 355.
SOLICITOR, value of services found by jury, 171*a*, *n*.
SOLICITOR'S DOCKET, value of, 261.
SON, enticing of, 91.
SON-IN-LAW, *d.* for failure to deliver message announcing sickness or death of, 894*b*.
SOOT, throwing, on property, 1116.
d. from, 1123 *n*., 1165.
of trains, whether new burden, 1152*a*.
SOUTH CAROLINA, statute of, making telegraph companies liable for mental suffering, 45*a*, *n*.
law of, as to higher intermediate value, 515.
rule in, for *d.* on breach of covenant of warranty, 959.
constitutional provisions as to benefits in, 1148.
SOUTH DAKOTA, meaning of "or damaged" in, 1123.
constitutional provisions as to benefits in, 1145.
SPARKS, escape of, whether cause of action, 33.
from locomotive, 1164.
as element of *d.*, 1165.

[References are to sections, *d.* means damage; *n.* means note.]

SPECIAL purpose for which goods are needed, 164.
use for information, notice of, 166, 169.
use for money, 168.
need of promptness, 169*a*.
SPECIAL AVERMENT of mesne profits, 905.
of waste or injury to freehold in action for mesne profits, 910.
SPECIAL BENEFITS, what are, 1130, 1165*b*.
allowance of, 1170.
SPECIAL BOND, recovery against executor or administrator on, 692*j*.
of guardian for sale of real estate, 692*k*.
SPECIAL DAMAGES, 1105, 1165*a*, 1261.
and general, distinction between, 1123 *n*.
under statutes, 1076.
in Illinois, 1121.
must be alleged, 1261.
in actions for injuries to real estate, 1265.
for breach of contract, 1266.
for breach of promise of marriage, 639.
for delay in delivery of machine, 735*c*.
from delay in delivery of goods, 856*a*.
against carriers, 1267.
for injury to personal property, 1268.
for loss of business, 1269.
market, 1269.
time, 1269.
particular contract, 1269.
business venture, 1269.
hay, 1269.
for personal injury, 1270.
against sheriff, 1270.
for loss of opportunity of marriage, 1270.
for imitation of trade-marks, 1270.
sickness caused by, 1270.
medical expenses, 1270.
pain, 1270.
mental suffering, 1270.
slander, 1270.
malicious prosecution, 1270.
false imprisonment, 1270.
bad condition of jail, 1270.
loss of time, 1270.
wages, 1270.
particularity required in allegation of, 1270*a*.
for other torts, 1271.
in action for death, 584*a*.
waste or injury to the freehold, 910.
necessary for recovery for public nuisance, 946.
SPECIAL FACTS, known to defendant, 146.
SPECIAL FINDINGS, 1149 *n*.
SPECIAL INJURY, 1117.

[References are to sections, *d.* means damage; *n.* means note.]

SPECIAL OWNER. *See* OWNER, SPECIAL.
SPECIAL PURPOSES, value for, 1171*b*.
SPECIAL RULES on compensation, in England, 1100.
SPECIAL TRAIN, no recovery for mental suffering on failure to provide, 45*a*.
expense of, whether recoverable, 226*k*.
SPECIAL VALUE of land for railroad purposes, 1171.
of property to owner, 1171*e*.
See VALUE.
SPECIAL USE, value of land for, 1018.
SPECIFIC MONEY ACT, 270.
SPECIFIC PERFORMANCE, when suit at law becomes suit for, 4.
not barred by liquidation of *d.*, 426.
of contract to issue policy of insurance, 727.
to convey land, *d.* in suit for, 1021.
suits for recovery of. *See* DETINUE; REPLEVIN.
SPECIFIC RELIEF, equity gives, 3.
SPECIFICATIONS, departure from, 658.
SPECULATION, loss of opportunity to engage in, 200.
effect of, on market value, 249, 265.
SPECULATIVE, future *d.* for death are necessarily, 574.
consequences, 172.
d., 1123*a*, 1163.
not recoverable on injunction bond, 685*b*.
loss, not recoverable for breach of contract, 610.
from error in transmitting telegram, 888.
caused by illegal distraint, not recoverable, 990*a*.
not recoverable in action for fraud in sale of land, 1027*a*.
d. for, 888. *See* CERTAINTY OF PROOF.
value of land not allowed, 1018.
SPEED of trains, whether new burden, 1152*a*.
SPENDING, habits of, considered in actions for death, 574*a*.
SPINE, excessive *d.* for fracture of, 1350.
SPLITTING demand for *d.*, 1109.
SPOUTS, projecting, 1166*b*.
SPRING, pumping water from, 91 *n*.
defect in, 164*a*.
failure of title to take water from, 975.
cutting off percolating water from, 1120 *n*.
loss of use of, 1164.
taking land containing, 1165.
SPRINGS, defect in, 164*a*.
SQUIB, action for throwing lighted, 115.
STAGNANT WATER, pools of, 1165.
STAKE HOLDER, where chargeable with interest, 305.
STALLION, sold for breeding purposes, 164*a*.
injured, probable profits could be shown, 195.
agreement to furnish, but a substitute was furnished, 200.
STAND for public house, 1171*b*.
STANDARD OF VALUE. *See* PAYMENT, MEDIUM OF.
adoption of new, 268.

[References are to sections, *d.* means damage; *n.* means note.]

STANDARD OF VALUE—*Continued.*
double, 269.
STANDING in the community, recovery for loss of, in action for breach of promise of marriage, 638*b*.
social. *See* SOCIAL STANDING.
STATE, interest on claim against, 338.
official bond runs to, 692.
STATE TREASURER, recovery on bond of, 692*f*.
STATED DAMAGES, same as liquidated *d.*, 391.
STATEROOM, failure to provide, causing sickness, 45*a*.
STATION, failure to stop at, 45.
recovery for fear caused by accident before reaching, 47.
false representation on sale of land for, 186 *n*.
breach of contract to erect, 186 *n*.
railway, breach of contract to construct, 194, 630.
d. for carrying beyond, 212, 864*a*.
breach of contract to locate, 620 *n*.
to erect, 630.
failure to deliver telegram to meet traveller at, 881*b*.
establishment of, is special benefit, 1130.
STATUES, value of, 822 *n*.
STATUTE, no recovery of counsel fees in actions based on, 235*a*.
interest given by, in England, 289.
frequently regulates recovery of interest in America, 293, 294.
rate of interest established by, 324*a*.
exemplary *d.* in actions based on, 377*a*.
regulating liquidated *d.*, 426*a*.
provision by, for survival of action for personal injuries, 570*b*.
provision by, for survival of *d.* for death, 571.
d. for death may depend on peculiarity of, 574*a*.
bond given under, must conform strictly to requirements, 680.
furnishes measure of *d.* for breach of bond given under it, 680.
determines amount of recovery on official bond, 692.
providing for recovery against sheriff, 592*i*.
authorizing re-exchange on notes and checks, 700*a*.
forbidding limitation of liability on policy of insurance, 726.
recovery of balance for improvements in action for mesne profits permitted by, 915.
in Wisconsin, as to cutting trees, 934*a*.
regulating set off, 1031.
wrongful act outside of, 1100.
failure to comply with, 1110 *n*.
rule of *d.* in, 1112*a*.
in Minnesota on appraisal of lands, 1112*a*, *n*.
limit of time for claiming *d.* under, 1151 *n*.
STATUTE OF FRAUDS, recovery for services rendered on agreement void by, 673*b*.
d. on failure to convey land because of, 1012*a*.
STATUTE OF LIMITATIONS, 86*b*.
recovery for counsel fees paid after barred by, 236 *n*.

[References are to sections, *d.* means damage; *n.* means note.]

STATUTE OF LIMITATIONS—*Continued.*
interest on debt after new promise, 302.
recovery of debt barred by, pending injunction, 685*g*.
effect of, on right to contribution, 807.
against recovery of mesne profits, 914.
effect of, on recovery for incumbrances, 978.
no recovery of expense of extinguishing incumbrance barred by, 980.
STATUTES, fixing recovery on policy of insurance against fire, 722*a*.
d. under, 1076.
double and treble *d.* under, 1076.
authorizing public works, 1077.
English, on eminent domain, 1078.
benefits under English, 1103.
on change of street grade, 1112*a*.
on elevated railroad, 1112*a*, *n*.
on eminent domain, in Massachusetts, 1119.
as to benefit, 1131.
local, 1167.
STATUTORY BONDS. *See* BONDS, 680 *et seq*.
injunction bond is, 685.
STATUTORY DAMAGES. *See* CIVIL DAMAGE STATUTES.
application of principle of avoidable consequences to, 217.
STAY BOND, *d.* against surety on, 806.
STAY OF PROCEEDINGS on bringing property into court, 54.
in actions on bonds, 675*b*.
STEALING of fruit, danger of, 1165*c*.
STEAM, cost of substituting for water power, 1164.
STEAM ENGINE, agreement to deliver at certain time, 145.
d. for not furnishing, 276.
STEAM POWER, recoupment for failure to furnish, 1057.
STEAM RAILROAD in street, 1123.
STEAMBOAT, price of, 190.
d, for delay in completing, 657.
recovery for failure to provide agreed stateroom, causing sickness, 45*a*.
STEEL, *d.* for breach of warranty of, 766.
STEEL PLANT, contract to erect and operate on land conveyed, 186 *n*.
STENOGRAPHER, recovery by, 171 *n*.
for salary during illness, 672.
STEPS projecting, 1166*b*.
to reduce loss, 1172*a*.
STEREOTYPE plates, value of, 250.
STIPULATED DAMAGES. *See* LIQUIDATED DAMAGES.
use of term not conclusive, 406, 408.
STIPULATIO DUPLEX, 393.
STIPULATION for limitation of liability, whether valid, 851.
of amount of *d.* *See* LIQUIDATED DAMAGES.
STIPULATIONS in admiralty, 598.
STOCK, killed by failure to fence, single recovery for, 84*a*.
action for killing, 85*b*, *n*.
nominal *d.*, 107*a*, *n*.

[References are to sections, *d.* means damage; *n.* means note.]

STOCK—*Continued.*
deterioration in, 165.
frightening of, 1165.
liability for killing, 1165*c*.
of goods, value of, 248*a*.
STOCK BOOK, action for refusal to allow inspection of, 103 *n*.
STOCK BROKERS' ACCOUNTS, interest on, by custom, 311.
STOCK, CORPORATE, payment for service in preferred, 192.
agreement to pool, 200.
replacement after breach of contract to carry or purchase, 228*a*.
contract for carrying on a margin, 228*d*, 228*e*.
decline in value of after conversion, 228*f*.
value of share of, 257, 735*a*.
contract payable in, 276.
interest upon failure to return borrowed, 313*a*.
interest for failure to return on demand, 313*a*.
fraud in dealing with, 439*h*.
d. for fraudulent issue or transfer of, 439*h*.
conversion of certificate of, 494.
whether higher intermediate value recoverable in action for refusal to transfer or deliver, 507, 508, 514, 517, 519.
conversion of, 509.
specific performance of contract for delivery of, 509 *n*.
d. for breach of contract to carry, 523.
detinue for certificate of, 527.
recovery of dividends on replevin of, 539.
contract for payment in, 611.
breach of contract to supply worthless, 619.
contract to subscribe for, 627.
call on, 627.
breach of contract to buy, sell, or transfer, 627*a*.
d. for failure to deliver, 736, 744–749.
d. for refusal to repurchase, 754.
d. against agent to deal in, 827.
d. for breach of warranty of value of, 763.
d. for fraud in sale of, 778, 779.
avoidable consequences of wrongful sale of, 815.
agent to deal in, 828.
loss in dealings in, by failure to transmit telegram, 882.
loss of sale of, through failure to transmit telegram, 883.
d. for breach of warranty where land given for, 965.
recoupment in action of trover for, 1044.
market value of, 1171*d*.
STOCKHOLDER, action by, 170.
interest on liability of, 301*a*.
interest on assessment upon, 301*a*.
actions against, 627.
injunction against removing property of corporation from state by, 685*o*.
not liable for negligence of directors, 830.
STOCK IN TRADE, conversion of, 182*n*.

[References are to sections, *d.* means damage; *n.* means note.]

STONE, *d.* for breach of contract to supply, 617.
value of, 1166*c*.
throwing, on adjacent land, 1111.
STOP, failure of train to, 45.
STOP-OVER TICKET, *d.* for failure of conductor to furnish, 865.
STORAGE BASIN, land taken for, 1171*e*.
STORE, contract to erect and maintain, 186 *n*.
STORING GOODS, pending injunction, recovery of cost of, 685*h*.
STORM, on certain day, causing loss, 151.
loss by, whether recoverable, 151.
STOVE, recoupment in action for price of, 1039.
"STRADDLE," *d.* for wrongfully closing, 828.
STRAW, *d.* for refusal to receive, 753.
d. for breach of contract not to sell, from leased farm, 999*k*.
STREAM, navigable, obstruction of, 35.
obstruction of, 88.
wrongfully obstructed, 93.
diversion of, without actual *d.*, 100.
value of, 1085.
of water, diversion of, 1107.
obstruction of, by railway, 1112.
conversion of, into sewer, 1149 *n*.
right to flow of, 1149*a*.
STREET, liquidated *d.* on breach of contract to lay out, 416.
d. for breach of contract to grade, 618 *n*.
breach of contract to put in good condition, 620 *n*.
contract of railroad to keep in repair, 999*h*.
d. for changing grade of, 217, 1120, 1122 *n*.
closing of, 1090.
widening of, 1102.
depreciation in value of abutting land by running trams on, 1102.
obstructed by shedding of water, 1107*a*, *n*.
repairs to, 1108 *n*.
use of, 1108 *n*.
granting location on to railroad, 1108 *n*.
building approach to viaduct across, 1109 *n*.
taking of land for, 1110 *n*., 1149*b*.
filling, to old grade, 1112*a*, *n*.
embankment in, 1112*a*, *n*.
acceptance or adoption of, 1112*a*., *n*.
grading of, 1113, 1115, 1117 *n*., 1122.
grading, consequential *d.* due to, 1120.
tunnel under, 1116.
abutting, elevated railway on, 1117.
operation of railroad in, 1117, 1123.
opening, consequential *d.* due to, 1120.
construction of elevated railroad on, 1121 *n*.
opening, across railroad track, 1121 *n*.
obstruction of, 1123.
building of railroad in, 1123.

[References are to sections, *d.* means damage; *n.* means note.]

STREET—*Continued.*
d. from closing of, 1123.
closing of public or established, 1123.
building of sidetrack on, 1123.
destruction of access by excavations in, 1123.
steam railroad in, 1123.
cutting down abutting, 1123.
excavations in distant, 1123.
interference with easement in, 1123.
deprivation of easement in, 1123 *n.*
altering natural grade of, 1123 *n.*
building of quarry railroad in, 1123 *n.*
assessment of benefits for change of grade of, 1128.
railroad in, 1149 *n.*
recognition of land as, by deed, 1149*b*.
opening of, through undeveloped land, 1150.
taking of fee in existing, 1150.
widening of, 1151.
laying out of, 1151 *n.*
discontinuance of, 1151 *n.*
establishment of, across railroad, 1152*a*.
across railroad yard, 1152*a*.
projections in, 1166*b*.
measure of *d.* for illegal use of, 1180–1211.
municipal corporation, 1182.
not responsible for grading, 1182.
use of, by horse railroads, 1183.
by steam railroads, 1184.
use of, constituting a nuisance, 1184.
excessive or exclusive use of, 1184.
ownership in, 1185, 1194.
STREET GRADE, change of, 1110 *n.*, 1120, 1121 *n.*, 1123 *n.*, 1149*b*, 1151 *n.*, 1165*b*, 1168 *n.*
lowering of, by railroad, 1112 *n.*
raising of, 1123 *n.*
statutes on change of, 1112*a*.
change of, in Kansas, 1112*a*, *n.*
STREET IMPROVEMENTS, 1123 *n.*
STREET RAILROAD, breach of contract to construct, 186 *n.*
not new burden on highway, 1152*a*.
d. for construction of, 1123 *n.*
STREET OPENINGS, recovery of benefits for, 1128.
STREETS, easements in. *See* EASEMENTS.
STRIKE, interruption of service by, 672 *n.*
STRIP through factory, taking of, 1149 *n.*
STRUCTURAL DAMAGE, 1092.
d. to buildings, 1096.
STRUCTURE, private, or other work on land, 93.
erection of causing injury, 95.
failure to put on land, 186.

[References are to sections, *d.* means damage; *n.* means note.]

STRUCTURE—*Continued.*
of improvement, change in, 1109.
railroad, *d.* from, 1149 *n.*
in elevated railway cases, 1187.
SUB-AGENT, liability of, to agent, 833.
SUB-CONTRACT, *d.* for loss of, 156, 157, 161, 162, 163.
notice of, 161.
but not of price, 163.
avoidable consequences, 220.
expenses of litigation on, whether recoverable, 240.
value as affected by, 433.
evidence of, as affecting the value of chattels, 506.
d. for loss of, 614.
effect of, on *d.* for breach of contract for construction, 642.
d. for breach of, 648*a*.
price receivable on, whether recoverable on non-delivery, 740.
recovery for loss of, within contemplation of parties, 767.
d. for loss of, in action for breach of warranty, 770.
loss of, whether remote on non-delivery by carrier, 850.
d. against carrier for loss of, 850.
SUB-CONTRACTOR, *d.* for, or against, 648*a*.
SUB-LESSEE, liability of, to lessee, for costs on contract to repair, 992, 1000.
SUB-TENANT, contract to indemnify against claim of, 794.
d. for loss of, by breach of covenant to repair, 992.
SUBMISSION to award, *d.* for revocation of, 687.
SUBSCRIPTION, of large amount of money will not reduce *d.*, 67.
for stock, action upon, 627.
d. for breach of contract to allow opportunity for, 627*a*.
SUBDIVISIONS, availability of, for city lots, 1165*b*.
SUBSEQUENT action, 1149 *n.*
loss, no recovery for, 84.
purchaser, action by, 1175.
taker, leased to, 1105.
user, *d.* from, 1095.
SUBSIDING of surface, danger of, 1166*c*.
SUBSTANTIAL *d.*, distinguished from nominal, 96.
performance of obligation, 657.
SUBSTITUTE, expense of procuring, 226*g*.
better than original, 226*h*.
SUBSTITUTED PERFORMANCE, recovery of cost of, 618.
SUBSTITUTION, of railroad for plank-road, 1109.
of trestle for embankment, 1152.
of steam for water power, cost of, 1164.
SUBWAY, construction of, 1151 *n.*
SUCCESS, necessary for recovery of salvage, 599*c*.
SUCCESSIVE actions on covenant against incumbrances, 968.
breaches, 89.
bonds, liabilities on, 692*d*.
injuries, compensation for liability to, 942.

[References are to sections, *d.* means damage; *n.* means note.]

SUCCESSIVE—*Continued.*
performances of contract, 636*g*.
verdicts, not lightly set aside, 1327.
SUFFERANCE, tenant by, cannot recover compensation in eminent domain proceedings, 1157.
SUFFERING. *See* MENTAL SUFFERING, PAIN.
SUGAR, *d.* for delay in transportation of, 855.
SUGAR CANE, on overflowed land, 191.
SUIT, expense of carrying on, 229.
operates as demand for payment, 314.
d. for malicious prosecution of, 468.
against officer on bond consolidated, 692.
contract to indemnify against, 795.
no recovery for expense of, when unnecessary, 804.
d. for neglect to defend, 831.
d. for bringing unauthorized, 839.
See ACTION.
d. after bringing. *See* PROSPECTIVE DAMAGES.
SUM, arbitrary, fixed as *d.*, 1076.
SUMMER boarding house, availability of land for, 1171*b*.
residence, property used as, 1171*c*.
SUNDAY, profits derived from business done on, 182*b*.
SUPERSEDEAS BOND, *d.* on, 688.
SUPERVISORS of town, *d.* in action against, 562.
SUPPORT, prospective *d.* for breach of agreement to, 89, 90.
of plaintiff for life, 90.
right of, 93*a*.
of husband, *d.* for, in action for alienation of affection, 480*b*.
recovery for loss of, through death, 575–578.
recovery by minor for loss of, 577.
breach of contract for, during life, 633*a*.
continuing contract to, 636*i*.
bond to, 675*d*, *n*.
lateral, removal of, 1110 *n*., 1123 *n*., 1149*a*.
recovery for loss of, under Civil Damage Act, 1249.
from coal strata for pipe line, 1166*c*.
of child, recovery for, 486*c*.
SUPPORT OF LAND, easement of, *d.* after writ for infringement of, 91.
d. for loss of, 925.
injury to, 1116.
by coal-bearing land, 1166*c*.
SUPPOSED benefits, not allowed in New York, 1130*a*.
SUPREME COURT OF THE UNITED STATES, rule in, for allowance of interest, 322.
for rate of interest on overdue paper, 327.
on exemplary *d.* against corporations, 380.
on higher intermediate value in, 513.
for fraud in sale of goods, 778.
for recoupment, 1039.
what constitutes eviction in, 956.

[References are to sections, *d.* means damage; *n.* means note.]

SURETY. *See* PRINCIPAL AND SURETY.
when entitled to interest, 304.
recovers interest on money paid for principal, 304.
action against sheriff for taking insufficient, 555.
breach of contract to become, 618 *n.*, 622*c*.
expense of securing on bond, where recoverable, 691*c*.
liability of, on official bond, 681*a*.
on bond of receiver of public moneys, 692.
on bond of financial officer, 692*f*.
on bond of officer of corporation, 694.
has no action until he pays debt, 785.
cannot call on principal till he has paid debt, 785.
payment by note, 796, 797.
action against co-surety for contribution, 797, 807.
recovery by, upon payment by note, 797, 798.
on payment by bond, 798.
by land or goods, 800.
must be accepted as payment in full, 798.
paying debt for less than face only recovers expenditure, 801.
paying usurious interest, 801.
of litigation expenses, 803.
not liable for costs of action against principal, 803, 805.
must not incur expense for unnecessary suit, 804.
whether must give notice of suit, 805.
right of, to contribution, 807, 807*a*.
effect of insolvency of, 807*b*.
costs against co-surety, 808.
on sequestration bond, 106.
interest on money payable by, 302*a*.
bound by judgment against principal, 681*a*.
on bonds, action against, 681*a*.
not liable in exemplary *d.*, 681*a*.
on official bond defined by law, 692*a*.
on executor's bond, liability of, 692*b*.
on official bond, liability of, 692*b*.
on cumulative bonds, liability of, for contribution, 692*c*.
on bond, whether released by approval of officer's accounts, 692*f*.
on bond of cashier, liability of, 694.
right of, to take advantage of partial payments, 695*b*.
liability of, on special bond of executor or administrator, 692*j*.
on bail bond, recovery of expenses by, 806.
SURETYSHIP, *d.* for breach of contract of, 784.
contract of, 784 *et seq.* *See* PRINCIPAL AND SURETY.
SURFACE, support of, by coal-bearing land, 1166*c*.
subsiding, danger of, 1166*c*.
SURFACE WATER, damming of, 1109.
escape of, prevented, 1116 *n.*
throwing on property, 1117 *n.*
d. from, 1123.
turning on land, 1123 *n.*

[References are to sections, *d.* means damage; *n.* means note.]

SURFACE WATER—*Continued.*
obstruction of, 1165.
preventing flow of, 1166*d.*
turning on land, 1166*d.*
SURGEON, action against, for negligence in healing plaintiff's broken leg, 86*c.*
for malpractice, 103.
recoupment for unskilful treatment by, 1037.
SURGEON'S INSTRUMENTS, whether baggage, 873 *n.*
SURGICAL OPERATION, one injured not obliged to submit to dangerous, 218.
d. for danger of suffering from, in the future, 226*o.*
excessive *d.* because of, 1352.
SURRENDER POSSESSION, *d.* on breach of covenant in lease to, 999*j*
SURVEY of wreck, expense of, in admiralty, 589.
SURVIVAL, of exemplary *d.*, 362.
SWITCH, contract to repair, 636*h.*
location of, 1109.
SWITCHING YARD, *d.* to, 1121 *n.*
SWITCHMAN, injured on railroad, 172.
cost of maintaining, whether recoverable in eminent domain, 1152*a.*
SYMPATHETIC mental suffering, no recovery for, 43*g.*
SYMPATHY, undue, verdict set aside for, 1326.

TABLES OF MORTALITY, in elevated railway cases, 1201.
"TAKEN," meaning of, 1115.
TAKER, lease to subsequent, 1105.
benefit of cutting to, 1150.
TAIL, tenants for, 74.
TAKING OF PROPERTY by eminent domain, 1080, 1106, 1113, 1120, 1149, 1170.
of lands, measure of *d.*, 1080.
of churchyards, 1081.
of fee, 1084, 1114.
of leaseholds, 1084.
of public-house, 1084, 1085, 1105.
of land for reservoir purposes, 1085.
or garden, 1086.
of land in part, 1099.
of lands for sewage works, 1102.
of life interest in mineral land, 1105.
of land leased back to lessor, 1105.
of property, compensation for, 1106.
of private property, 1107.
of buildings, 1107.
of easement, 1107.
of franchise, 1107.
of timber, 1107.
of materials for construction of canal, 1107.
kind of property subject to, 1107.
of land for sewer purposes, 1110 *n.*
of land for street, 1110 *n.*

[References are to sections, *d.* means damage; *n.* means note.]

TAKING OF PROPERTY—*Continued.*
of land, under New York constitution, 1113.
of property, what is, 1114.
of beneficial enjoyment, 1114.
of right of way for railroad, 1114, 1166*c*, 1171*b*.
further, 1116.
in California, 1116.
in Maryland, 1116.
in New York, 1116.
of fee in highway, 1119 *n.*, 1150.
of railroad location, 1119 *n.*
of waters of great ponds, 1119.
of property, under Illinois constitution of 1870, 1121.
of railroad right of way, by telegraph company, 1149 *n.*
of strip through factory, 1149 *n.*
of value, 1149 *n.*, 1166*c*.
of telegraph right of way over railroad right of way, 1149 *n.*
of land, for railroad, 1149 *n.*, 1151 *n.*
injury short of, 1149.
of land in highway, 1149*b*.
of land for street, 1149*b*.
of filled land, 1151.
time of, 1151.
of land for reservoir purposes, 1151 *n.*
possession without assessment of *d.*, 1151 *n.*
of right of way across railroads, 1152*a*
of land for dam, 1162.
for reservoir, 1162.
of bridge property, 1163.
of land containing spring of water, 1165.
of oil-bearing land, 1166*c*.
of land for levee purposes, 1166*d*.
of timber land, 1167 *n.*
of fruit trees, 1167 *n.*
of house, 1169.
of land for bridge, 1171*a*.
of farm under Flowage Act, 1171*b*.
of land by town for water purposes, 1171*b*.
to widen river, 1171*b*.
of country church, 1171*b*.
of turnpike road for highway, 1171*d*.
of land for portage railway, 1171*e*.
for storage basin, 1171*e*.
of bridges, 1173.
of ferries, 1173.
of turnpikes, 1173.
of water works by city under contract, 1173.
of land by railroad, 1175.
of grade, 1178.

TALENT of person injured may be shown, 485*a*.

[References are to sections, *d.* means damage; *n.* means note.]

TANNING, value of liquor used for, 252.
TAX, power to, in form of assessment of benefits, 1128.
TAX LIST, *d.* for refusal to place judgments on, 562.
TAX WARRANT, recovery on bond for failure to turn over, 692*f*.
TAXATION, valuation for, 242.
TAXES, interest on, 332.
illegally assessed, interest on, 303.
d. in action against collector of, 562.
paid during attachment, not recoverable on bond, 682.
embezzlement of, by sheriff, 682*a*.
whether amount of, included in recovery on policy of fire insurance, 720, 722.
amount of, included in whisky in bond, 722.
contract to pay, 789.
agreement of lessee to pay, 789.
d. against agent for failure to pay, 829.
deduction from mesne profits on account of payment of, 909, 918.
allowance for payment of, in action for mesne profits, 918.
d. for breach of agreement by lessee to pay, 999*k*.
not subject to set off, 1031.
TAXING POWER involved in street openings, 1128.
TEA MERCHANT, no evidence of profits allowed, 181.
TEACH, *d.* for breach of contract to, 618 *n*.
TEACHER, contract to employ, at fixed salary, 107*b*, *n*.
injury to, 180, 860.
d. for breach of contract to employ, 607 *n*.
recovery by, of salary though school closed, 672.
evidence of value of time of, 860.
TEAMS, frightening of, 1165*c*.
TELEGRAM, non-delivery of, announcing death, 47.
failure to deliver, 107*a*, 170 *n*.
negligence in transmitting, 107*b*.
consequential *d.* on delay or failure to deliver, 151.
after notice, 169.
ordering purchase, 200.
error in transmission or failure to transmit, 208*a*.
d. for failure to deliver, 212*a*.
avoidable consequences, 204, 212*a*.
personal exposure caused by failure to deliver, 226*j*.
TELEGRAPH COMPANY, liability for mental pain of which forewarned, 45*a*.
operating messenger service, 154.
liable for loss of goods, 873*b*.
failure to deliver telegram to person accused of crime, 169.
notice of contemplated consequences, 169, 879.
failure to deliver, 171*a*.
avoidable consequences, 204, 212*a*, 895.
d. for negligence of, 214.
exemplary *d.* against, 371*a*.

[References are to sections, *d.* means damage; *n.* means note.]

TELEGRAPH COMPANY—*Continued.*
nature of contract of, 874.
of liability of, 875.
not a carrier, 875.
right of, to make reasonable regulations, 876.
limitation of liability of, 876.
repetition of message, 876.
action against, by sender, 877.
by receiver, 878.
compensation for natural consequences only, 879.
notice, when held to be conveyed to, 879, 880.
consequential *d.* when recoverable against, 881.
expenditures caused by failure to deliver or misdelivery, 881*a*.
consequential physical injury, 881*b*.
d. against, for loss of intended purchase, 882.
for loss of intended sale, 883.
for error in transmitting amount of goods, 884.
price, 885.
conditions of purchase or sale, 886.
for loss of a debt, 887.
for speculative loss, 888.
uncertain *d.* not recoverable against, 889.
cipher messages, 890, 891.
commercial messages, 891.
direct loss through default of, 891, 892.
price of message recoverable, 893.
liability of, to *d.* for mental suffering, 894.
suggested difference between tort and contract, 894*a*.
relationship of plaintiff, 894*b*.
notice of relationship or of other circumstances, 894*c*.
what mental suffering is compensated, 894*d*.
avoidable consequences, 895.
exemplary *d.* against, 896.
proximate cause, 897.
right of way of, 1149 *n*.
additional servitude of, 1149*b*.
taking of right of way for, over railroad right of way, 1149 *n*.
condemnation of right of way for, along railroad, 1152*a*.
excessive *d.* in actions against, 1341.
the conflict of law as to *d.* in actions against, 1374.
TELEPHONE, hired for a year, 183.
offer to replace at higher rate after wrongful deprival of, 222.
d. for refusal to respond to call, 897*a*.
d. for wrongful removal of, 897*a*.
condemnation of right of way for, 1152*a*.
wires, *d.* by, 1167 *n*.
TELEPHONE COMPANY, neglect by, to transmit money, 168.
d. in action against, 897*a*.
for refusal to transmit message, by, 897*a*.
"TEMPERATE," jury must be, 171*a*.

[References are to sections, *d.* means damage; *n.* means note.]

TEMPORARY injunction, counsel fees for resisting motion for, 685*k*.
interference with access, 1117 *n*.
injury, excessive *d.* for, 1347.
TENANT, recovery for injury to land, 69, 71.
See LESSEE.
refusal of, to pay rent, 35 *n*.
loss of, by nuisance, 35 *n*.
in common of land, *d.* recoverable by, 75.
of chattels, 83.
of part of land injured, owner of rest, 85*b*.
d. of, 87.
suit by, 209.
agreement of, to make repairs, 210.
injunction against interfering with, 685*c*.
exemplary *d.* against landlord for injury to premises, 373.
for life, recovery by, on fire policy, 725.
See LIFE-TENANT.
for years, insurable interest of, 725.
of land, recovery by, 926.
holding over, responsible for rent reserved, 999*e*.
may recoup for fraud of landlord in securing lease, 1056.
for life or years, may recover compensation in eminent domain proceedings, 1154*a*.
at will, without title cannot recover in eminent domain proceedings, 1154*a*.
by sufferance, cannot recover compensation in eminent domain proceedings, 1157.
inconvenience to, 1165.
TENANT IN COMMON, suing for injury to property, 75, 83.
recovery by, on fire policy, 725.
liability of, for mesne profits, 906.
d. on accounting between, for severance from realty, 936.
of land, entitled to compensation in eminent domain proceedings, 1154*a*.
TENDER of goods, reduction of *d.* by, 54.
offer of, after conversion, 53.
interest barred by, 340*b*.
must be unconditional, 340*b*.
must be kept good, 340*b*.
of performance, how affecting *d.*, 612*a*.
reduction of *d.* on replevin bond by, 691*a*.
subsequent to failure to deliver goods, 741.
of deed in court, 1028.
legal, 269.
TENNESSEE, rule in, for *d.* on breach of covenant of warranty, 959.
for recoupment, 1039.
constitutional provisions as to benefits in, 1148.
remission of excess of verdict in, 1330.
TERM, compensation for value of, 987.
TERM OF OFFICE, limitation of recovery on official bond by reason of, 692*b*.
of officer of corporation, 694.

[References are to sections, *d.* means damage; *n.* means note.]

TERMINUS at Fort Scott, agreement to make, 194.
TERMS OF SALE, *d.* against agent for making wrong, 823.
d. against telegraph company for error in transmitting, 886.
TERRITORY, breach of agreement to give exclusive, 607, 633,
d. of agent entitled to exclusive, 834*d*.
d. for invasion of exclusive, 1246*a*.
TERROR, caused by mental suffering, 43*a*.
TEST of element of value, 1171.
TESTIMONY, verdict against weight of. *See* VERDICT.
TESTING warranted machine, recovery of expense of, 767.
TEXAS, doctrine of exemplary *d.* in, 359.
law of, as to higher intermediate value, 516*c*.
rule in, for recovery of *d.* for mental suffering, 894*a*.
constitution of, referred to, 1122.
meaning of "damage" in constitution, 1123.
constitutional provisions as to benefits in, 1143.
remission of excess of verdict in, 1330.
THEATRE, contract to perform in, for share of proceeds, 107*b*, *n*.
refusal of admission to, 222 *n*., 607 *n*.
offer of equally good seat in, 222 *n*.
liquidated *d.* to secure actor's performance at, 398, 399.
liability of, for refusing to admit ticket holder, 873*b*.
excessive *d.* for expulsion from, 1343.
THEATRICAL COMPANY, *d.* for failure to transport, 843.
d. for delay in transportation of, 863.
THEATRICAL ENTERTAINMENT, profits of, 182*a*, *n*.
THEFT, loss by, at time of fire, recoverable on policy, 723*a*.
THEORY, of construction of lands Clauses Consolidation Act, 1118.
THESIGER'S RULE, 1096.
application of, 1121.
adopted in Illinois, 1121.
THOROUGHFARE, obstruction of, 1105.
causing loss of use of, 35.
access to, 1093.
THREATS, how far expense is reasonable on account of, 226*l*.
THRESHING replevied grain, deduction of cost of, 690.
THRESHING MACHINE, 195 *n*.
THROWING stones on adjacent land, 1111.
ashes, 1116.
cinders, 1116.
soot, 1116.
surface water, 1117 *n*.
earth and trees on land outside right of way, 1110 *n*.
TICKET, *d.* for negligence of conductor in failing to furnish stop over, 865.
TICKET SCALPING, profits of, 182*b*.
TICKETS, loss of sale of, 170.
TILES, neglect of agent to buy, 825.
TIMBER, carrying away of, 86*a*.
no reduction for carrying off, 63 *n*.
to be used for special work, 166.

[References are to sections, *d.* means damage; *n.* means note.]

TIMBER—*Continued.*
exemplary *d.* for cutting of, 373.
d. for wrongfully cutting, 502, 933.
d. in actions for conversion of, 502, 503.
d. for breach of contract to employ plaintiff to saw, 607 *n.*, 608, 614 *n.*, 615 *n.*, 620.
to deliver, 153, 615 *n.*
to cut, 607 *n.*, 614 *n.*, 615 *n.*
to transport, 614 *n.*, 620 *n.*
recovery for cutting, on injunction bond, 685*a*, *n.*
d. on injunction against cutting, 685*b*.
d. on injunction bond for failure to secure, 685*b*.
d. for failure to pay for, 752*a*.
contract to indemnify against selling, 794.
compensation for cutting, in action for mesne profits, 910.
failure of title to, 976.
taking of, 1107.
removal of, 1168.
land, taking of, 1167 *n.*
trees, *d.* for destruction of, 933.

TIME.
I.—Recovery of Damages Affected by
to which compensation may be recovered, 84 *et seq.*
prospective and past *d.* recoverable in single action, 84.
early rule different, 85.
loss accruing after action brought, 85.
prospective loss, 86.
d. for breach of continuing agreements, 87.
new action must be brought for renewed injury, 88.
continuing breach of subsisting contract, *d.* to date of writ, 89.
breach destroying contract, prospective *d.*, 90.
continuing tort, *d.* to date of writ, 91.
tort by trespass on plaintiff's land, to what time *d.* recoverable, 92.
by unauthorized private structure, or use of land by defendant, 93.
authorized permanent public work, 95.
when negligently constructed, 95.
from which interest runs, 302, 310, 314, 315, 318.
payment of interest, where demand prevented by defendant's act, 309.
when interest begins to run on account, 310.
lapse of, considered in estimating *d.*, 319.
of estimating profits of contract, 636*c*.
of estimating value of personal property on replevin bond, 690.
when not of the essence of a contract, 657.
when market value of goods sold is to be assessed, 737.
of estimating value of goods lost by carrier, 847.
in replevin, 533
for making claim against telegraph company, 876.
of recovery of mesne profits, 911, 912, 913.
when value of land is taken on breach of contract to convey, 1018.
of taking, 1151.

[References are to sections, *d.* means damage; *n.* means note.]

TIME—*Continued.*
of entry, 1151.
of order for condemnation, 1151.
of filing location, 1151.
when *d.* measured, 1151.
limit of, for claiming *d.*, under statute, 1151 *n.*
of allowance of interest, 1179*a*.
of taking under eminent domain, 1200.
at which value of property of fluctuating value is to be taken. *See* HIGHER INTERMEDIATE VALUE.
II.—COMPENSATION FOR LOSS OF
loss of, in action for personal injury, 107*a*.
recovery for loss of, 164, 180.
notice must be given, 159.
spent in following property, recovery of value of, 226*c*.
value of, spent in effort to avoid loss recoverable, 226*i*.
in attending court, 229 *n*.
recovery for loss of, by malicious prosecution, 459.
by false imprisonment, 461.
for personal injury, 481, 482.
by married woman, 486.
by minor, 486*b*.
of child, 486*c*.
lost in consulting counsel or attending hearing, recoverable on injunction bond, 685 *n*.
of idle hands, recovery for, on injunction bond, 685*e*.
recovery for loss of, on bond for arrest, 686*a*.
on accident policy, 731.
failure to deliver goods, 737, 742.
on countermand of purchase or sale of goods, 758.
on wrongful sale by agent, 821.
on loss of goods by carrier, 847.
on injury during transportation, 852.
against carrier of passengers, 860, 862, 863, 864.
by passenger, 864.
by injury to passenger, 860.
by failure to carry passenger, 862.
by delay in transporting passenger, 863.
by carrying passenger beyond station, 864*a*.
by expulsion from train, 865.
lost in perfecting title, no recovery for, in action on real covenant, 981.
d. for loss of, by breach of contract to lease farm for share of crop, 989.
by failure of landlord to heat, 995.
by sickness, 1166*d*.
value of, 171 *n*., 181, 251, 255, 482, 860.
TITHES, interest in action for rent of, 285 *n*.
TITLE, nominal *d.* establish, 99.
error in examining, 218.
expense of perfecting, 226*e*.
slander of, 455.

[References are to sections, *d.* means damage; *n.* means note.]

TITLE—*Continued.*
expense of litigation caused by, 241.
value of abstract of, 261.
recovery for expense of examining, on breach of contract to convey, 607*b*.
bond for, 679*a*.
cloud on, caused by injunction suit, 685*h*.
to property replevied, may be shown to be independent, 691*a*.
provable in reduction of *d.*, on detinue bond, 691*c*.
d. on policy of insurance how affected by, 725.
of goods manufactured, 752.
of chattel, *d.* for breach of warranty of, 774.
negligence of conveyancer in examining, 831.
liability of unauthorized agent for expense of investigating, 835.
expense of investigating, recoverable from auctioneer without authority, 838.
lack of, as defense to action on purchase money note, 973.
d. for partial failure of, on covenant against incumbrances, 976.
after acquired, enures to benefit of grantee, 977.
reduction of *d.* on real covenants by after-acquired, 978.
expense of perfecting in action on real covenant, 979.
recovery of cost of removing incumbrance on, in action against landlord for fraud, 990*c*.
contract to convey with reference to a complete, 1008.
d. for breach of contract to convey, made with knowledge of defect in, 1011.
partial defect of, in land conveyed, 1016.
recovery of expense of investigation, on breach of contract to convey land, 1017.
to land, misrepresentation as to, 1027.
recoupment for failure of, 1053.
appropriation depriving owner of, 1151 *n*.
effect of transfer of, on compensation for taking by eminent domain, 1154*c*.
transfer of, to grantee does not pass right of compensation for taking rights in highway in New York, 1205*b*.
not affected by nominal *d.* in patent suits, 1219.
limited. *See* LIMITED INTEREST.
TITLE COMPANY, *d.* against for negligence, 831*a*.
TITLE DEEDS, value of, 262.
detinue for, 527.
whether baggage, 873 *n*.
TOBACCO, sale of flues for curing of, 153.
breach of contract to advance money to buy, 179 *n*.
early substitute for money in Virginia, 266.
d. for breach of warranty of, 762.
TOLL-BRIDGE, profits from, 182*a*, *n*.
in use for some time, carried away, 187.
TOLL-GATE, depriving plaintiff of tolls, 93.
TOLLS, loss of, 187.
recovery for loss of, by infringement of ferry franchise, 944.

[References are to sections, *d.* means damage; *n.* means note.]

TOLLS—*Continued.*
making turnpike free from, 1171*d.*
TOMATOES, delay in delivery of cans for, 152 *n.*
TONTINE POLICY, value of, 730.
TOOLS, *d.* for conversion of, 506.
d. for loss of use of, by injunction against moving house, 685*c.*
of trade, whether baggage, 873 *n.*
TORT, object of action is to obtain money judgment, 4.
d. under codes for, 28*a.*
to indemnify for loss suffered, 30.
continuing, 84*a*, 924.
entire *d.* for, 85*b.*
distinct, 85*c.*
new action for new injury in, 88.
continuing *d.* recoverable for, till action, 91.
each fall is separate, 93*a.*
causing permanent injury, 94.
nominal *d.* for, 100.
general principle in action of, 104.
natural consequences in actions of, 143.
recovery of litigation expenses caused by, 233, 241.
for loss of gold, 272.
interest in action of, 316.
exemplary *d.* in action of, 370.
joint, liability of defendants in exemplary *d.*, 382.
forms of action for, 428.
measure of *d.* for, determined by fixed rules, where no malice exists, 428.
d. for, do not depend on form of action, 429.
compensatory *d.* for, a matter of law, 429.
aggravation or mitigation of *d.* for, 430.
joint, each wrong-doer liable for the whole *d.*, 431.
expenses of avoiding consequences of, recoverable, 437.
even when they enhance loss, 438.
by slander of title, 455.
by malicious attachment, 467.
in admiralty, 599.
division of loss for, in admiralty, 599.
distinction between, and contract, 601.
recovery on waiver of, 654.
suit against carrier may be framed to sound in, 840.
breach of duty to passenger is, 859.
by landlord against tenant, *d.* for, 990.
d. for, cannot be recouped in action for rent, 999*b.*
of tenant, recovery by landlord for, 999*g.*
d. from, cannot be set off, 1031.
recoupment in action of, 1044.
of landlord, recoupment for, 1058.
joint, *d.* for, 1279.
several, by different defendants, 1280.
by injury to personal property. *See* CHATTELS.

[References are to sections, *d.* means damage; *n.* means note.]

TORT—*Continued.*
by false imprisonment. *See* FALSE IMPRISONMENT.
by false representations or other fraud. *See* FRAUD.
by slander or libel. *See* LIBEL, SLANDER.
by malicious prosecution. *See* MALICIOUS PROSECUTION.
by personal injury. *See* PERSONAL INJURY.
involving loss of service. *See* SERVICE, LOSS OF.
TORTIOUS ENTRY, 1173.
TOTAL BREACH of contract, 636*i*.
TOTAL EVICTION, recovery for, on covenant against incumbrances, 969.
TOTAL LOSS of property, *d.* for, 432*a*.
by collision, *d.* for, 594.
of vessel, 594.
no recovery after, 590.
constructive, 709, 711.
on policy of marine insurance, 710–713.
what constitutes, 716.
of part of freight, 717.
of building, 722*a*.
TOWER, crossing, expense of maintaining, 1152*a*.
TOWN, expenses of litigation for injury on highway recoverable by, from town wrong-doer, 241.
improvements by, 1112.
land taken for water purposes by, 1171*b*.
TOWN CLERK, *d.* in action against, 562.
TOWN LOTS, value of land for, 253.
TOWN OFFICERS, *d.* against, 562.
TRACK CONNECTION, value of land for, 1171*b*.
TRACKS, obstructing a street, 195.
increasing number of, 1109 *n*.
opening of street across, 1121 *n*.
planking of, 1152*a*.
d. from use of, 1164.
inconvenience in crossing of, 1164.
cars running off, 1165.
railroad, highway across, 1165*c*.
laying of, without owner's consent, 1175.
TRACT, value of, for any purpose, 1149*b*.
acquisition of use of, 1150.
basis of compensation for use of, 1150.
entire. *See* ENTIRE TRACT.
TRADE, agreement not to continue, 182, 400, 408, 418.
contracts in restraint of, 193*b*.
breach of contract to supply materials for, 153.
exemplary *d.* for unlawful interference with, 373*a*.
liquidated *d.* in agreement not to carry on, 418.
d. for conspiracy in restraint of, 470*b*.
evidence of, as bearing on value of time, 482.
injury to, 1090.

[References are to sections, *d.* means damage; *n.* means note.]

TRADE—*Continued.*
d. to, 1094.
obstruction to, 1094.
loss of, 1095.
appertaining to premises, 1105.
falling off in, 1205.
TRADE-MARK, nominal *d.* for infringement of, 100, 102.
fraudulent imitation of, 100.
d. for infringing, 1246*c*.
special *d.* in action for infringing, 1271.
TRADE NAME, *d.* for infringing, 1246*c*.
TRADING STAMPS, man supplied with, 182*n*.
TRAFFIC, diversion of, from ferry, 1098.
TRAIN, failure to stop, 45, 212 *n*.
ejection from, 143*n*.
expense of special, 226*k*.
d. for expulsion of passenger from, 865.
TRAINING of father, recovery by child, for loss of through death, 577.
of person injured, may be shown, 485*a*.
TRAINS, smoke of, 1102.
noise of, 1102, 1123 *n*., 1165.
on street, depreciation in value of abutting land by running, 1102.
increasing frequency of, 1109 *n*.
running of, 1123.
expense of stopping, 1152*a*.
no recovery for stopping and flagging where railroad laid out over track of another railroad, 1152*a*.
risk of obstruction, 1165.
TRAMP, *d.* recoverable by, for personal injury, 485*a*.
TRANSFER of note, *d.* for wrongful, 708.
of stock, *d.* for refusal to allow, 508, 514, 518, 519.
of stock on books, measure of *d.* for breach of obligation to, 627*a*.
of title, effect of, on right to compensation for taking by eminent domain, 1154*c*.
TRANSPORT, *d.* against carrier for failure to, 842.
d. for breach of contract to, 633*d*.
timber, *d.* for breach of contract for, 614 *n*.
TRANSPORTATION, cost of, included in value, 246, 247, 739.
compensation for, 841.
d. for injury to goods during, 852.
by sea, *d.* for delay in, 855.
cost of, how entering into market value, 739.
of passenger, loss of time in, 863.
TRANS-SHIPMENT, *d.* against carrier for unlawful, 852.
TRAUMATIC NEUROSIS, excessive *d.* for, 1360.
TRAVELLER, failure to deliver telegram to meet, at station, 881*b*.
TRAVELLING, increased facility for, is general benefit, 1129.
expenses, recovery of, on attachment bond, 682*a*.
on injunction bond, 685 *n*.
TRAVELLING SALESMEN, 180.

[References are to sections, *d.* means damage; *n.* means note.]

TREASURER, recovery on bond of, 692*a*, 692*b*.
TREASURER, COUNTY, *d.* against, for negligence, 561.
TREASURY notes of United States as legal tender, 269.
TREBLE DAMAGES for trespass to lands, 930*a*.
not recoverable on sheriff's bond, 692*i*.
in patent suits, 1229.
generally must be pleaded, 1263.
form of finding of jury for, 1318*a*.
TREES, growing, 100.
in highway, value of, 265.
interest in action for destruction of, 317 *n*.
d. for wrongful destruction of, 502, 933.
d. for breach of contract to plant, 614 *n*.
breach of contract to cultivate, 620 *n*.
recovery for deterioration of, on injunction bond, 685*a*.
d. for breach of warranty of, 765, 768.
value of, 847.
injury to, recoverable in action for trespass to land, 929.
d. for destruction of, 933.
recovery for value of, after severance from the realty, 934.
fruit or ornamental, *d.* for destruction of, 933.
d. for waste by cutting down, 950.
and earth, throwing on land outside right of way, 1110 *n*.
shade, removal of, 1122.
destruction of, 1166*e*.
injury to, 1166*e*.
fruit, taking of, 1167 *n*.
shade, destruction of, 1167 *n*.
cutting, *d.* for, 1171*c*. *See* TIMBER.
TRESPASS.
I.—IN GENERAL
object is to obtain money judgment, 4.
recovery for attempted seduction of wife in action of, 48.
nominal *d.* for, 99, 101, 923.
action in, 101.
one cannot be called on to commit, in order to avoid wrong, 225.
recovery of expense of litigation in action for, 233.
interest in action for, 316.
exemplary *d.* for malicious, 373.
general principle of *d.* for, 428.
past, in condemnation proceedings, 1150.
excessive *d.* for, 1334.
II.—ON CHATTELS
exemplary *d.* for, 351, 352. *See* CONVERSION.
by public officer, *d.* for, 564.
III.—ON LAND
on land, 43*i*, 88, 92, 107*a*, *n*.
prospective *d.* for, 92.
new, for each day's neglect, 88.
avoidable consequences of, 214.

[References are to sections, *d.* means damage; *n.* means note.]

TRESPASS—*Continued.*
exemplary *d.* for, 350, 361, 373, 930.
none if accidental or in belief of right, 363.
mitigation of, 384.
to try title, 905.
for mesne profits, 905.
d. for, in action for mesne profits, 910.
form of action for, 923.
actual loss recoverable, 923.
single or continuing, 924.
entire *d.*, when recoverable, 924*a*.
to what time *d.* are recoverable, 924.
presumption of continuing wrong, 924.
by excavation, 925.
by loss of support, 925.
recovery for, by special owner, 926.
consequential *d.* for, 927.
inevitable loss, 928.
aggravation of *d.* for, 929.
treble *d.* for, 930.
right of action for, 931.
possession indispensable, 931.
measure of *d.* for, 932.
certainty of loss by, 932.
remote *d.* for, 932.
d. for destruction of trees, 933.
where value enhanced by defendant's labor, 934.
d. for removal of minerals, 935.
measure of recovery between co-owners, 936.
d. for destruction of crops, 937.
of fences, 938.
removal of soil, 939.
injury to mill-streams, 940.
diversion or obstruction of water, 941.
flooding land, 942.
removal of chattels, 943.
destruction of house, 944.
interruption of easement of light, 944.
removal of sidewalk, 944.
removal of fixtures, 944.
malicious ouster, 944.
illegal distraint, 944.
right of distraint of cattle *d.* feasant, 945.
no recoupment in action for, 1042.
conversion of action for, into condemnation proceeding, in Minnesota, 1151.
TRESPASSER on land without title cannot recover in eminent domain proceedings, 1154*a*.
TRESTLE, replacement of, by embankment, 1109.
substitution of, for embankment, 1152.

[References are to sections, *d.* means damage; *n.* means note.]

TRESTLE—*Continued.*
for elevated road, where new burden on street, 1152*a*, *n.*
TRIAL, by battle, 15.
later modes of, 13.
by ordeal, 14.
by compurgators, 16.
by wager of law, 16.
by jury, 17.
by witnesses, 17.
d. accruing subsequently to, not cause of action, 84, 85.
date of, 1151.
TROPLONG, *jus civile* and *equitas*, 1315 *n.*
TROUBLE, indemnity against, 795.
TROUSSEAU, failure to furnish, 45 *n.*
TROVER, object is to obtain money judgment, 4.
offer of reparation, does not reduce *d.* in action of, 53.
interest in action of, in England, 289.
common form of action for a conversion, 492.
distinction between, and replevin, 528.
recoupment in action of, 1042, 1044. *See* CONVERSION.
TRUCK GARDENING, adaptability of land for, 1171*b*.
TRUNK, consequences of delay in delivering, 856*a*.
TRUSTEE. *See* GARNISHEE.
recovery by, 76.
cannot retain money for expense of litigation without statute, 229.
entitled to interest on advances, 304.
interest payable by, 311*a*.
mingling trust funds with his own, liable to interest, 311*c*.
when liable to compound interest, 344.
recovery by, on policy of insurance, 725.
d. on bond to indemnify, 806.
d. against, for selling land without authority, 1011.
debt from beneficiary set off in action by, 1031.
d. against, for breach of trust, 1256*h*.
TRUSTEE PROCESS, interest when suspended by, 341.
set-off in, 1031.
TRUTH, belief in, as affecting *d.* for defamation, 448*c*.
rumor of, as mitigation of *d.* for slander or libel, 451.
of defamatory words as mitigation of *d.*, 452.
TUG, expense of, in admiralty, 589.
TUITION, payment in advance whether penalty, 414.
TUITION FEE, recovery of, 612.
TUNNEL, profits of contract to construct, 614 *n.*
under street, 1116.
TURF, destruction of, by straying cattle, 226*d*, *n.*
d. for destruction of, 937*a*.
TURNING surface water on land, 1123 *n.*, 1166*d*.
TURNPIKE, failure to complete at agreed time, 187.
construction of railroad across, is taking by eminent domain, 1152*a*, *n.*
making of, free from tolls, 1171*d*.

[References are to sections, *d.* means damage; *n.* means note.]

TURNPIKE—*Continued.*
taken for highway, 1171*d.*
taking of, 1173.
condemnation of, 1173.
TURNPIKE COMPANY, value of interest in land taken, 1156.
impairment of value of franchise, 1173.
TWELVE TABLES, *d.* in, 24 *n.*

UBI JUS IBI REMEDIUM, 97.
ULTRA VIRES act, liability of city for, 1110 *n.*
UNAUTHORIZED acts, 1110.
agent, *d.* against, 835–838.
d., redress of property owner for, 1110.
sale, *d.* for, 821.
suit, *d.* for, 839, 938.
UNCERTAIN, nature of business, 182*a.*
value of future crop is not, 624.
share of profit, compensation by, 669.
profits, no recovery for loss of, 889.
d. See CERTAINTY OF PROOF.
stipulation in liquidation of, 416.
no compensation for, in admiralty, 589, 593.
on statutory bond, 680.
UNCERTAINTY of profit in case of fluctuating cost of performance, 636*j*, 636*k*.
UNCHASTITY, *d.* for defamation by charge of, 448*c*.
of daughter as mitigation of *d.* for seduction, 476.
for personal injury, 488.
charge of, as aggravation of *d.* for breach of promise of marriage, 640.
of plaintiff as mitigation of *d.* for breach of promise of marriage, 641.
UNCLE, *d.* for failure to deliver message announcing sickness or death of, 894*b*.
UNCONSCIONABLE AGREEMENTS, 606*c*.
UNDEFILED MARRIAGE, recovery by husband for loss of, 48.
UNDERGROUND water, interference with, 1096.
UNDER-LET, *d.* for breach of covenant by lessee not to, 999*k*.
UNDERMINING of house by rains, 1164.
UNDERTAKING, statutory action on. *See* BOND.
given under a statute, *d.* on, 680.
on granting restraining order, *d.* upon, 685.
UNDERWRITERS, abandonment to, on total loss, 710.
UNDUE INFLUENCE as ground for setting aside verdict for exemplary *d.*, 388.
UNFORESEEN DAMAGES, 1082.
UNFOUNDED SUIT, expenses of, when recoverable on indemnity bond, 803.
UNINTELLIGIBLE MESSAGE, *d.* for failure to transmit, 890.
UNION LABEL, liquidated *d.* on breach of contract not to use, 415, 416.
UNION MEN, liquidated *d.* on breach of contract not to employ, 415, 416.
UNITED STATES, interest on claim against, 338.
Fifth Amendment to Constitution of, 1107.
general conclusions on eminent domain in, 1123.
UNITED STATES TREASURY NOTES, 269.
UNITS OF VALUE in United States, 268.

[References are to sections, *d.* means damage; *n.* means note.]

UNJUST, liquidation of *d.* must not be, 407.
UNLADING, *d.* for delay in, 857.
UNLAWFUL business, injury to, 182*b*.
use of right of way, 1110 *n.*
entry, compensation recoverable on taking by eminent domain, after, 1159.
use, value for, 1171*a*.
original entry, 1175.
entry to construct reservoir, 1175.
UNLIQUIDATED claim, may be subject of recoupment, 1047.
d., what are, 1031.
d., cannot be set off, 1031.
demands, interest on, 299, 300, 312–315.
UNNECESSARY improvements, no allowance for, 917.
UNREASONABLE, liquidated *d.* must not be, 407.
UNSEAWORTHINESS, division of loss caused by, 578.
UNSIGHTLINESS, 1149 *n.*
of railroad construction, 1121.
UNUSUAL noises, on railroad, 1110 *n.*
UNWHOLESOME results of nuisance, *d.* for, 948.
UTAH, *d.* for operation of railroad in, 1123.
USAGE, interest on partnership account by, 310*a*.
USE of goods, special notice of, 164.
of machinery, notice of, 165.
for material, notice of special, 166.
special, notice of, 167.
for funds, notice of, 168.
for information, notice of, 169.
of net, loss of, 171*a*, *n.*
of a machine, 171*b*.
of land, *d.* for obstructing, 184.
of road or bridge, loss of, 187.
of business premises, 189.
of personal property, loss of, 195.
of a vessel, loss of, 196.
of chattels, *d.* for loss of, 435.
d. for loss of, 435*a*.
value of, not recoverable in actions for conversion, 493*a*.
conversion by wrongful, 494.
in replevin, 537.
d. for loss of, during detainer of goods, 565*a*.
of vessel, loss of, by collision, 593.
of building, loss of, by improper construction, 644.
loss of, for delay in construction of building, 645.
of attached property, *d.* for loss of, 682.
of land, compensation for loss of, on injunction bond, 685*a*.
of business premises, recovery for loss of, on injunction bond, 685*c*.
of mill, *d.* for loss of, 685*f*.
of building, recovery for value of, pending injunction, 685*f*.
of property, loss of, by reason of injunction, 685*h*.

[References are to sections, *d.* means damage; *n.* means note.]

USE—*Continued.*
of land pending appeal, recovery for. 688*a*.
of property, loss of, by replevin, 689*a*.
of property, of which delivery is delayed, recovery of compensation for, 742.
of warranted machine, *d.* for loss of, 767.
of premises, recovery for loss of, by disrepair, 991.
appropriation of private property for public, 1077.
of streets, 1108 *n*.
granting of property for public, by deed, 1109.
of property taken, change of, 1109.
before condemnation, *d.* for, 1109.
unlawful, or right of way, 1110 *n*.
of property, interference with beneficial, 1114.
destruction of beneficial, by physical interference, 1116.
of land taken for other purposes, 1116.
of land, deprivation of, 1117.
of property, deprivation of, 1121.
d. for more injurious, 1152 *n*.
application of land taken to other, 1152 *n*.
of track, basis of compensation for, 1150.
of track, acquisition of, 1150.
unreasonable, of adjacent land, 1149*a*.
of spring, loss of, 1164.
interference with public, 1166*b*.
of land, peculiar mode of, 1171.
of property as summer residence, 1171*c*.
value of, 537.
for future, 253.
for special, 252, 1018.
for unlawful, 1171*a*.
of money, interest is value of, 282.
of premises, value of, 908.
of property, value of, 435*a*.
of vessel, value of, 243*b*.
of water, value of, 941.
USE AND OCCUPATION, interest on amount recovered for, 307.
action for, 999*e*.
recoupment in action for, 1057.
USEFULNESS of life, compensation for loss of, 485.
USELESS, recovery for breach of contract which would have been, 619.
USER, injury caused by, 1090, 1098, 1102.
prospective *d.*, from, 1102.
of railway, loss from, 1105.
USES, two, of property, 1152*a*.
USUAL COURSE OF THINGS, rule of Hadley *v.* Baxendale, 146*n*.
USURIOUS INTEREST, recovery by surety who has paid, 801.
USURY, what is, 420.
effect of recovery back of payments on ground of, 695*a*.
USURY LAWS, cannot be evaded by stipulating *d.*, 420.

[References are to sections, *d.* means damage; *n.* means note.]

VACANCY, tenant abandoning lease responsible for, 999*f*.
VACATION of injunction, effect of, on recovery on bond, 685.
VACATING injunction, recovery on bond for, 685*o*.
VALUATION of property, in contract, 420*a*.
whether enforced, 417.
of goods in writ of replevin, effect of, 532.
not common in policy of fire insurance, 720.
VALUE, higher intermediate. *See* HIGHER INTERMEDIATE VALUE.
under eminent domain statutes. *See* EMINENT DOMAIN.
I.—IN GENERAL
compensation for permanent diminution in, 40.
what is, 242, 244.
commonest test of real value, 243.
market, not conclusive, 243.
fundamental rule of, 243.
not dependent on intended user or price, 143*a*.
market, 244.
market, how determined, 245.
in nearest market, 246, 739.
cost of transportation, whether included, 247, 247.
as affected by contingencies of saving property, 246.
allowance of profit, when made, 247.
wholesale or retail, 248*a*, 722.
artificially enhanced, 249, 265.
fictitious, 249.
none in market, 250.
adoption of new standard of, 268.
when estimated, 434.
when to be estimated, upon countermand of purchase or sale, 758.
where estimated, 344, 738.
cost of production does not measure, 495.
usually equals market value, 495
where to be estimated, 496.
when to be estimated, 497.
property increased in, by defendant, 499.
how affected by a contract for sale, 506.
in replevin writ, whether conclusive, 532.
increased by labor of defeated party, whether recoverable in replevin, 532.
depreciation of, in replevin, 536.
stated in receipt, whether conclusive on receiptor, 567.
depreciation in, recoverable on collision, 592.
fluctuations in, during contract period, 636*j*, 636*k*.
recoverable when no price fixed, 750.
d. for breach of warranty of, 763.
deterioration in, from failure to transport, 843.
time of estimating, 847, 1018.
means net value, 909.
market, of land, 1081.
diminution in, due to compulsory ejectment, 1083.

[References are to sections, *d.* means damage; *n.* means note.]

VALUE—*Continued.*
estimate of, 1085.
of abutting land, depreciation in, owing to running trams on street, 1102.
rise in, benefits through, 1103.
market, depreciation in, 1121.
increase of, from railroad, 1122.
market, difference in, 1149.
of water, diminution in, 1149 *n.*
of homestead, diminution in, 1149 *n.*
enhanced, 1162.
market, difference in, 1163.
depreciation in, 1163.
market, depreciation in, 1164.
of particular portion, 1165*b*.
rental, loss of, 1165*c*.
in condemnation proceedings, elements of, 1171.
elements of, 1171.
test of element of, 1171.
market, enhancement of, 1171.
rental, 1171*c*.
market, rule of, 1171*c*.
cash, definition of, 1171*d*.
market, what is, 1171*e*.
market, land without, 1171*c*.
market, without improvement, 1171*e*.
includes franchises, 1173.
additional, due to connections, 1173.
as affected by previous entry, 1174.
enhanced, compensation based on, 1174.
enhanced, when allowed, 1176.
enhancement of, by private road, 1178.
market, implies non-compulsory sales, 1179.
II.—For What Purpose
special, for a particular use, 252.
possible future use, 253.
actual, includes potential, 1085.
of lands for all profitable uses, 1085.
of tract for any purpose, 1149*b*.
for legitimate purposes, 1171*a*.
for special purpose, 1171*b*.
for special use, 252, 531, 1018.
for unlawful use, 1171*a*.
potential, included in actual, 1085.
includes every possible use, 1171.
does not mean value for railroad purposes, 1171.
selling, 1101, 1164.
to owner, 1081, 1171*c*.
peculiar, to the owner, 251.
sentimental, *pretium affectionis*, 251*a*.
of land as abutment for bridge, 1171*c*.

[References are to sections, *d.* means damage; *n.* means note.]

VALUE—*Continued.*
for bridge site, 1171*e*.
for buildings, 1171*b*.
for church purposes, 1171*b*.
for city lots, 1171*b*.
for purpose of condemnation, 1171*e*.
for farm, 1171*b*.
market, for franchises, 1171*d*.
of lots for market gardening, 1171*b*.
of property for power house, 1171*b*.
for railroad purposes, 1171, 1171*e*.
of property as "reservoir site," 1171*e*.
actual, for residential purposes, 1171*e*.
of land for school purposes, 1081.
for sale, 1101, 1164.
of land for track connection, 1171*b*.
III.—Value of Particular Things
affidavits, 531.
antique paintings, 822 *n*.
bank shares, 1171*d*.
bills, 256, 695.
board, 1304.
bonds, 257.
building, 998, 1168, 1171*b*, 1302.
in situ, *d.* for, 935*a*.
cargo, 596, 712, 714, 717.
at the place, 175.
chattels, 433.
checks, 256.
chose in action, 256.
clothing, 251, 873.
construction, 1302.
contract right, 609.
corporate stock, 257.
crop, 633*e*.
growing, 434, 937.
mature, 191.
immature, 937.
whether conjectural, 768.
custody, 553, 554.
documents, 261.
farm land, 1163.
fence, 531, 938.
fixtures, 254*a*, 433, 944, 990*a*.
foreign money, 273–275.
franchise, 1171*d*, 1173.
freight, 712, 713.
future accumulations, to be estimated as of time of verdict, 574*a*.
game-cocks, 432*a*.
good-will, 254, 1083.

[References are to sections, *d.* means damage; *n.* means note.]

VALUE—*Continued.*
goods, how determined, 495.
where to be estimated, 496.
when to be estimated, 497.
bearing of cost of replacement upon, 735*a*.
in replevin, when to be estimated. 533.
carried, what is, 844.
failure to disclose, 844.
limitation of, 851.
injured by carrier, time of estimating, 852.
lost by carrier, place of estimating, 845, 846.
when to be estimated, 847.
manufactured, recoverable on breach of contract to take, 752
sold, when estimated, 737.
where to be taken, 738.
gown, 873*b*.
grates, 998.
gravel, 1166*c*.
guano, 596.
half-breed scrip, 531.
homestead, 1171*c*.
household goods, 251.
ice, 935*b*.
illegal and noxious property, 265.
information, 892.
labor and materials, effect of fluctuation in, during performance of contract, 636*j*, 636*m*.
land, 253, 1018, 1080, 1162.
subject to easement or other hindrance to use, 243*c*.
decrease in, pending appeal, 688*a*.
negligent report by agent as to, 829.
for all profitable uses, 1085.
as damaged, 1175.
lease, 1157.
life, 263.
not calculable in money, 729.
machinery, 531, 540.
mantels, 998.
medical services, 171*a*, *n*.
mill-site, 1018.
money, 264, 266 *et seq*.
municipal bond, 257.
notes, 256, 695.
noxious property, 265.
paintings, 822 *n*.
patent rights. *See* PATENTS.
premises, recovery for diminution of, by nuisance, 948.
policy of insurance, 259, 623, 730.
portrait, 251*a*.
property by what affected, 1151.

[References are to sections, *d.* means damage; *n.* means note.]

VALUE—*Continued.*
in process of manufacture, 248.
converted, 495–499.
severed from the freehold, 500–504. *See* SEVERANCE FROM FREEHOLD.
replevied, 531.
recoverable on replevin bond, 689*a*.
when estimated on replevin bond, 690.
wrongfully attached, 565.
when taken in action on attachment bond, 682.
lost by fire, 722.
insured, 722.
reservoir, 1080.
reversionary interest, 1084, 1085.
sealed instruments, 260.
securities, 258.
services, 255, 1303.
immaterial where contract fixes price, 664.
shares of stock, 257, 1171*d*.
sheep, 170*a*, *n*.
sleigh, 1302.
stone, 1166*c*.
streams, 1085.
time, 255.
of a business man, 181.
lost by delay in transporting passenger, 863.
title deeds, 262.
use, 196.
of land, 685*a*, 999*e*.
mesne profits measured by, 907, 908.
allowance for, during period of delay in conveying, 1021*a*.
of leased premises, 984, 988.
of machine, 735*c*.
of premises, 908, 948.
of property, 537, 742.
of road, 187.
of vessel or vehicle, 243*b*.
vessel, 595, 712, 717.
vouchers and affidavits, 531.
wild land, 1163.
yarn, 534.
IV.—EVIDENCE AND PROOF
how determined, 245, 433, 495.
market, how to be proven, 1171*e*.
found by jury without evidence, 1171*a*.
evidence of, 495.
rental, evidence of, 1171*a*.
presumption of. *See* PRESUMPTION.
of services, evidence of, 664*a*.
cost as evidence of, 655*b*.

[References are to sections, *d.* means damage; *n.* means note.]

VALUE—*Continued.*
of wife, may be found by jury on own knowledge, 486*a*.
opinions on, 1171*e*, 1294.
of land, evidence of, 1295.
of lease, evidence of, 1295.
of chattels, 1296.
evidence of average, 1296.
price received at auction as evidence of, 762.
offer to sell as evidence of, 1299.
sale, 1298.
resale, 735*b*, 1018.
price lists, 1299.
market quotations, 1299.
inventories and appraisals, 1299.
presumption as to, 1300.
estoppel as to, 1301.
of construction, evidence of, 1302.
of services, 1303.
of board and care, 1304.
of business, 1304.
VALUED POLICY of marine insurance, 711, 713.
none, of fire insurance, 720.
of insurance against fire, 722*a*.
life insurance is, 729.
VAPORS, noxious and offensive, 1166*d*.
VARNISH, *d.* for breach of warranty of, 766.
VASES, value of, 822 *n*.
VAT, *d.* for breach of contract to construct, 614 *n*.
VEHICLE, jumping from, causing injury, 43*h*, *n*.
VENDEE. *See* SALES OF CHATTELS.
entitled to full *d.* under contract of purchase, 70.
recovery by, 79.
in possession sues a stranger, 80*a*.
in possession, recovery by, on fire policy, 725.
liability of, for goods partly delivered, 734, 743.
need not replace himself in market, 741.
of goods, failure of, to complete purchase, 753 *et seq.*
notice of non-performance by, ineffectual, 758.
of land, recovery by, 927.
measure of *d.* against, 1023 *et seq.*
d. against, for failure to take title, 1023.
VENDOR, no recovery for injury to freehold by, 70.
of land, recovery by unpaid, on policy of insurance, 725.
from what time entitled to mesne profits, 912.
measure of *d.* against, 1001 *et seq.* *See* SALES OF LAND.
on failure of title liable only for nominal *d.*, 1001–1011.
unless he knows that he has no title, 1011.
or is guilty of misconduct or fraud, 1009, 1010.
where breach is not caused by defect in title, 1007.
where he expressly contracts for good title, 1008.

[References are to sections, *d.* means damage; *n.* means note.]

VENDOR—*Continued.*
where consideration is advanced, 1014.
actions by, 1023 *et seq.*
recovery of expenses by, 1025.
of chattels, *d.* against, 734 *et seq.*
market value measures *d.* against, 734.
VENDOR'S LIEN, recoupment in action to enforce, 1052.
VERBAL notice, allowed to change the rule of, 160.
VERDICT does not create right to *d.*, 5.
interest on before judgment, 335.
for exemplary *d.*, on what grounds set aside, 388.
only one, against joint tort-feasors, 431.
excessive, in statutory action for death, 582.
right of resale of, where price not paid, 755.
mesne profits recoverable to time of, 913.
recoupment after, 1075.
in excess of amount due, 1259.
plaintiff may remit excess when, 1259.
cannot be increased by award, 1281.
form of, in action for money, 1283.
form of, 1284.
evidence of amount of former, 1308.
formerly found on jurors' knowledge, 1316.
against weight of testimony, 1319.
founded on conflicting testimony, 1319.
modifications of, 1319.
perverse, 1319.
based on erroneous measure of *d.*, 1323.
allowable methods of arriving at, 1324.
power of court to set aside as excessive, 1325*ff.*
motion to set aside, how made, 1329.
remission of excess of, 1330.
may be set aside as inadequate, 1368.
VERMONT, rule in, for interest on judgment, 334.
recovery on contract in, after abandonment of performance, 661.
rule in, for recovery by infant after repudiation of contract, 663.
recovery of higher intermediate value of goods sold, 745, 746.
rule in, for *d.* on breach of warranty, 962.
for failure to take title to land, 1023.
constitutional provisions as to benefits in, 1148.
VESSEL, arrested, 35.
injured by fire, 67*a*.
contract to supply rigging for, 157.
failure to furnish, 194.
loss of use of, 196.
partially completed, contract to build, 205 *n.*
avoidable consequences on failure to furnish freight for, 211.
d. for injury to, 214.
d. for wrongful libel upon, 214.
expense of raising and repairing, 226*d*.

[References are to sections, *d.* means damage; *n.* means note.]

VESSEL—*Continued.*
value of, 243*b*, 595.
value of stranded, 246.
value of use of, 593.
d. for false representations as to age of, 441.
d. for converting, before completion, 499.
sharing of loss, from collision, 587.
expenses of raising, in admiralty, 589.
d. for failure to provide cargo for, 608.
profits of contract to construct, 614 *n.*
breach of contract to insure, 623.
subject of marine insurance, 709.
recovery for injury to, on marine policy, 714.
valuation of, for general average, 717.
one of the interests in jeopardy on voyage, 717
contribution of, to general average, 717.
d. for fraud in sale of, 777.
d. for delay in lading or unlading, 851, 857.
VEXATION, no compensation for, 42.
without physical inconvenience, no recovery for, 46*a*.
for loss of thing expected, 46*a*.
d. not recoverable for, against telegraph company, 894*d*.
VEXATIOUS SUIT, no recovery for, in cases of contract, beyond costs, 232.
VEXATIOUSLY WITHHELD, interest on money, 294.
VIADUCT in street, 1115.
building of, 1121 *n.*
building approach to, across street, 1109 *n.*
impairing access, 1121.
VIBRATION, *d.* from, 1121, 1123 *n.*, 1165*a*.
caused by passing trains, 1098.
during construction, 1098.
from operation of railroad, 1120, 1123.
VIEW, obstruction of, 1121, 1165.
VINDICTIVE DAMAGES. *See* EXEMPLARY DAMAGES.
VINES, breach of contract to plant on land, 620 *n.*
VIRGINIA, rule in, for *d.* on breach of covenant of warranty, 959.
for failure to convey land, 1009.
constitution on *d.* to property, 1123.
constitutional provisions as to benefits in, 1148.
VIVA PECUNIA, 10.
VOID CONTRACT, recovery for services rendered under, 673*c*.
VOLUNTARY agents, 812.
service, recovery for, 673*d*.
VOTE, *d.* for refusal to accept, 562.
VOUCHER, value of, 261.
VOYAGE, WHALING, loss of profits of, 193.

WAGER OF LAW, trial by, 16.
when abolished in England, 16 *n.*

[References are to sections, *d.* means damage; *n.* means note.]

WAGES, action for, 90, 106, 665.
average earnings expressed in, 180.
forfeiture of, on leaving without notice, whether a penalty, 407.
recovery for loss of, in admiralty, 589.
necessarily paid during delay in construction, 642.
how far recoverable after breach of contract of employment, 665.
forfeiture of, by leaving employment, 668.
for improper service, 674.
paid on account of injunction, recovery of, 685*c*.
of crew during repairs, not included in estimating constructive total loss, 711.
payment of, during disability, does not diminish recovery on accident policy, 731.
compensation for loss of, through failure to transport goods, 843.
recoupment in action for, 1042, 1064, 1066.
WAGONS, value of, 251.
WAIVER of full performance of contract, 636.
of tort, recovery upon, 654.
of delivery of goods, 742.
consequences of, 743.
WALL, contract to build, 209, 631, 647*c*, *n*., 993.
d. by falling, whether recoverable, on insurance policy, 723*a*.
d. for allowing to overhang, 944.
brick, falling of, 1164.
WALLPAPER, sale of, 182*a*, *n*.
WANTON WRONG, exemplary *d*. for, 363.
WANTONNESS, exemplary *d*. for, 366.
WAR, when payment of interest suspended by, 340*c*.
delivery of goods prevented by, 847.
WARD, when entitled to interest, 311*d*.
expense of maintaining, whether deducted from recovery on guardian's bond, 692*k*.
WAREHOUSE, affecting light of, 1104.
facilities of, 1171*b*.
WAREHOUSE RECEIPTS, time when value of, should be taken in action of trover, 509.
fraudulently issued, recovery on, 703.
WAREHOUSEMAN, recovery by, 76, 79.
on policy of insurance, 725.
recoupment in action by, 1066.
WARRANT of government for payment of money, interest upon after presentment, 302 *n*.
for payment of public debt, interest upon, 337.
for interest, interest upon, 346.
d. for detention of county, 539.
d. on bond for failure to cancel, 692*f*.
WARRANTED seed, 191.
WARRANTIA CHARTÆ, 952, 957.
WARRANTS, GENERAL, liberal *d*. in actions arising from, 350.

[References are to sections, *d.* means damage; *n.* means note.]

WARRANTY of authority, *d.* in action for, 836.
See COVENANT, 226*e*.
WARRANTY OF CHATTEL, 759 *et seq.*
I.—IN GENERAL
remedy on breach of, 759.
price paid, how far material on breach of, 760, 761, 762.
old rule as to, 760.
Louisiana law as to, 762.
measure of *d.* on breach of, 761, 762.
on exchange of property, 762.
avoidable consequences on breach of, 764.
communication of disease by breach of, 769.
recovery of expenses caused by breach of, 772.
effect of notice, 773.
whether rule of *d.* on, differs from that in case of fraud, 781.
recoupment for breach of, 1038, 1039, 1060, 1071.
consequential *d.* on breach of, 162, 765.
loss of crop, 191.
of resale on breach of, 762.
of sub-contract, 770.
of expenses of litigation, 238, 773.
interest on breach of, 312 *n.*, 316.
of value of chattel, 763.
of quantity of chattel, 763.
of fitness for purpose, 164*a*, 766.
unfitness for purpose, 766.
of title, 774.
that a certain sum is due, 776.
II.—OF PARTICULAR THINGS
animals, 760, 761, 762, 765, 766, 769, 772.
apples, 771.
boiler, 765.
bonds, 763.
canal-boat, 765.
carriage-poles, 765.
coloring matter for ice-cream, 766.
cows, 762.
flour, 761.
goods to be shipped abroad, 762, 770.
to be sold at a distance, 771.
recoupment for breach of, 1060.
of horses, 760, 761, 773.
hay, 765.
indorsements, 775.
iron, 770.
machinery, breach of, 212*b*.
avoidance of loss by purchase of more effective, 226*g*.
machines, 767.
material for manufacture, 199, 766.
merchandise, 771.

[References are to sections, *d.* means damage; *n.* means note.]

WARRANTY OF CHATTEL—*Continued.*
money due on promissory note, 776.
oxen, 766.
pianos, 770.
picture, 773.
pork, 764, 771.
refrigerator, 766.
seed, 191, 768.
sheep, 765.
slaves, 765, 772.
stock, 763.
tobacco, 762.
varnish, 766.
WARRANTY OF LAND, the ancient, 952.
covenant of, 205, 953.
nominal *d.* for breach of, 953, 976.
what constitutes breach of, 956.
actual loss necessary, 956.
right complete on eviction, 956.
constructive eviction, 956.
proof of breach of, 149.
recovery of consideration, 957, 961.
improvements, whether excluded, 958, 959, 963 *n.*, 964 *n.*
good faith required, 960.
action by assignee, 961.
recovery of value in England and New England, 962.
general considerations of the rules, 963.
consideration, how proved, 964.
parol proof of, 964.
reduction of *d.* by after-acquired title, 978.
reasonable expenses of perfecting title, 979, 980.
of prior litigation, 238.
interest, 981.
expenses of obtaining or defending possession, 982, 983.
recovery for loss suffered after suit begins, 86*a*.
interest in action for breach of, 316.
recoupment for breach of, 1053.
WASHING away alluvial deposits, 1120.
WASHINGTON, no exemplary *d.* in, at common law, 358.
tenant holding over, pays double *d.* in, 999*j*.
meaning of "damaged" in, 1123.
constitutional provisions as to benefits in, 1143*a*.
WASTE, material left on hand, should not be left to, 213.
interest in actions of, 316.
liquidated *d.* on breach of bond against, 395.
caused by repudiation of contract, may be recovered, 636*a*.
recovery for, on injunction bond, 685*a*.
of land pending appeal, 688*a*.
d. for, in action for mesne profits, 910.
action of, 950.

[References are to sections, *d.* means damage; *n.* means note.]

WASTE—*Continued.*
d. in action in the nature of, 950.
forfeiture of land for, 950.
treble *d.* for, 950.
WASTE LAND, reclaiming is special benefit, 1130.
WATCH, whether baggage, 873 *n.*
d. for breach of warranty of land given for, 965.
WATER, *d.* for diversion of, 56, 99 *n.*, 189, 940, 941, 1107.
nominal *d.* for, 100.
interest in action for diverting, 316.
accumulating, prevented from flowing off, 98.
d. for obstruction of, 189, 941.
for irrigation, failure to supply, 205 *n.*
injury to land by, 214*b*.
offer to supply after wrongful cutting out, 222.
cost of pumping off, 226*d*, *n.*
litigation expenses in actions for setting back, 233.
d. for breach of contract to supply, 618 *n.*, 620 *n.*
for irrigation, 620 *n.*, 633*e*.
for making ice, 999.
breach of contract not to furnish in competition, 632.
d. on injunction bond for loss of, 685*c*.
recovery of expense of keeping mine clear of, on injunction bond, 685*e*.
insurer liable for *d.* by, 723*a*.
d. by, from negligence of landlord, 990.
intercepted from well, 1091.
diminution in flow of, 1096.
underground, interference with, 1096.
interference with flow of, 1096.
of great ponds, taking of, 1119.
percolating, cutting off from spring, 1120 *n.*
diminution in value of, 1149 *n.*
cutting off of, 1164.
increased liability to overflow of, 1164.
separation of grazing land from, 1165.
taking land containing spring of, 1165.
stagnant pools of, 1165.
causing sickness, 35 *n.*
sewage, 1166*d*.
surface, 1166*d*.
escape of, prevented, 1116 *n.*
throwing on property, 1117 *n.*
d. from, 1123.
turning on land, 1123 *n.*
obstruction to, 1165.
preventing flow of, 1166*d*.
WATER COMPANY, no recovery for mental suffering for failure by, to furnish water, 45*a*.
WATER COURSE, obstruction of, 85*c*.
cannot show later removal of obstruction, 66.

[References are to sections, *d.* means damage; *n.* means note.]

WATER COURSE—*Continued.*
diverting or polluting of, 91.
d. after writ for diverting or polluting, 91.
for obstructing, 93.
overflowing of, 99 *n.*
avoidable consequences on obstruction of, 214.
d. for diversion or obstruction of, 941.
WATER LEVEL, raising, on land, 1116 *n.*
WATER-PIPES, bursting of, whether cause of action, 33.
WATER POWER, failure to supply, 189.
d. for interference with, 214.
aid in development of, is special benefit, 1130.
cost of substituting steam for, 1164.
destruction of, 1166*d.*
WATER PURPOSES, land taken by town for, 1171*b.*
WATER-RIGHTS, interference with, 1120.
WATER WORKS, *d.* recoverable for failure to construct properly, 608.
breach of contract to build, 615 *n.*, 618 *n.*
taking of, by city under contract, 1173.
WAY, avoidable consequences of obstruction of, 215.
substitution of another, after obstruction of, 221*a.*
reasonableness of avoiding obstruction of, 226*m.*
bond to pay for right of, 677.
obstruction of, 1116 *n.*
laying out of, 1151 *n.*
opening new road across right of, 1167.
laying out private way as public, 1178.
WEALTH of defendant, exemplary *d.* aggravated by, 385.
cannot be shown in action for death, 584.
in action for seduction, 477.
as affecting *d.* for criminal conversation, 479.
shown in action for breach of promise of marriage, 638.
d. for libel or slander aggravated by, 445.
d. for *crim. con.*, whether aggravated by, 480.
of plaintiff does not aggravate *d.* for libel or slander, 445.
of proprietor of newspaper does not aggravate *d.*, 445.
of parties, *d.* how affected by, in action for seduction, 475.
affecting *d.* for defamation, 445.
does not affect compensatory *d.*, 490.
as affecting exemplary *d.*, 490.
of wife, whether admissible in action for criminal conversation, 478.
of intended husband, compensation for loss of, 638.
d. for breach of promise of marriage aggravated by, 639.
WEARING APPAREL, value of, 251.
WEATHER, injury by, 164.
recovery by passenger for exposure to, 867.
WEIGHT of cattle, compensation for shrinkage in, 854.
WELL, plaintiff to be employed to sink, 192.
d. for breach of contract to lease, 607 *n.*
to drive, 616 *n.*

[References are to sections, *d.* means damage; *n.* means note.]

WELL—*Continued.*
to dig, 618 *n.*, 647*c*, *n.*
to sink useless, 619.
by tenant to drill, 999*k*.
water abstracted from, 1091.
water intercepted from, 1091.
draining of, 1112*a*, *n.*, 1119.
destruction of, 1120 *n.*, 70.
flooding of, 1166*d*.
WERE, the Anglo-Saxon, 9.
assessed in money, by Ethelbert's law, 10.
WEST VIRGINIA, doctrine of exemplary *d.* in, 358.
meaning of "damaged" in, 1123.
constitutional provisions as to benefits in, 1143*a*, 1144.
WHARF, value of land for, 252 *n.*
WHARFAGE, charges for wharf repairing recoverable in admiralty, 589.
WHARFINGER, recovery by, on policy of insurance, 725.
WHEAT, *d.* for conversion of, 502.
threshing of, 164.
neglect of agent to buy, 825.
delay in transportation of, 842.
d. for failure to deliver, 844.
error of telegraph company in transmitting price of, 885.
d. for wrongful harvesting, 935*b*.
d. for breach of agreement by tenant to leave growing, 999*k*.
WHEELWRIGHT WORK, contract payable in, 280.
WHISKY, value of, includes taxes, 722.
WHOLESALE VALUE, 248*a*, 722.
WIDENING the street, 1102, 1151.
WIDOW cannot recover for injury to health in statutory action for death of husband, 573*a*.
recovery of compensation by, for loss of support by death of husband, 578.
presumption of loss to, in action for death, 584*a*.
WIFE, made ill by malicious arrest, 43*g*.
delay in delivery of medicine causing suffering of, 43*g*, *n.*
anxiety caused by separation from, 47 *n.*
compensation for loss of society of, 48.
d. for loss of consortium of husband, 48.
recovery by, for loss of consortium, 48.
in possession of husband's land recovery by, for injury to freehold, 70.
death of, from eating canned salmon, 164*a*.
evidence of services of, 171*a*, *n.*
recovery of husband for loss of service of, 214*a*.
husband's recovery for injury to, 486*a*.
after recovery for his own personal injury, 85*c*.
recovery by husband for loss of services of, 578.
d. for alienation of affection of, 480*a*.
recovery by, for impairment of earning capacity, 486.
recovery by, for death of husband, 578.

[References are to sections, *d.* means damage; *n.* means note.]

WIFE—*Continued.*
no recovery for loss of society of, in statutory action for death, 573*a*.
separated from husband, may recover for his death, 578.
when may recover expense of medical aid, 226*f*.
where entitled to interest on money used by husband, 305.
exemplary *d.* for harboring or enticing, 376.
whether husband liable in exemplary *d.* for tort of, 382.
personal beauty of, cannot be shown in action for death, 580*a*, *n*.
d. for failure to deliver message announcing sickness or death of, 894*b*.
verdict for enticing away, set aside as excessive, 1328 *n*.
See MARRIED WOMAN.
WIGGLESWORTH TABLES, admissible to prove duration of life, 1306.
WILFUL wrong, exemplary *d.* for, 363.
carrying beyond station, 372.
trespass by cutting trees, *d.* for, 934.
WILD LAND, market value of, 1163.
WIND, recovery on injunction bond for loss, caused by, 685*b*.
WINE, *d.* for sale of, below authorized price, 822.
WIRE, contract to barb, 608.
d. by telephone, 1167 *n*.
WISCONSIN, rule in, where trees are cut, 934*a*.
constitutional provisions as to benefits in, 1148.
remission of excess of verdict in, 1330.
WITE, the Anglo-Saxon, 9.
not to be confounded with *were*, 9.
WITNESS, must testify to facts, 1290.
pedigree, 1290.
handwriting, 1290.
state of affections, 1290.
insanity, 1290.
not to opinion, 1290.
opinion of, on value of property, 1171*e*.
trial by, 17.
WITNESS FEES, 229 *n*.
what may be recovered as, 229 *n*.
WOMAN PHYSICIAN, value of services found by jury, 171*a*.
WOOD, recoupment in action for price of, 1047.
contract allowing half, 193.
d. for setting fire to, 214.
WOOL, *d.* for, on lambs dropped by converted sheep, 498.
clipped from sheep converted, recovery for, 539.
neglect of agent to sell, 824.
d. for delay in delivery of, 856*a*.
WORK, interest on price of, 308*a*.
interest on unliquidated claim for, 312.
power to, 41*a*.
breach of contract to do, 212*b*.
d. for breach of contract to do, 614 *n*., 615 *n*., 618.
upon contract, should be stopped upon repudiation, 636*c*.
d. for injunction against doing, 685*d*.

[References are to sections, *d.* means damage; *n.* means note.]

WORK—*Continued.*
d. for increased cost of doing, caused by injunction, 685*d*.
d. for interruption of, by injunction, 685*f*.
public, negligently done, 95.
outside contract, recovery for, 655.
WORK AND LABOR, interest on money due for, 308*a*.
recovery for, 653.
debt the early action for, 675*a*.
WORKMANSHIP, recoupment for defective, 1067.
WORKMEN, failure to get money demanded by, 153*a*.
d. for lost services of, by injunction, 685*d*.
WORKMEN'S COMPENSATION ACT, 675*a*.
WORKS, public, statutes authorizing, 1077.
sewage, taking of lands for, 1102.
WORLDLY POSITION, compensation for prevention from, 50.
WORRY, over injury, 47 *n*.
caused by separation from baggage, 47 *n*.
WOUNDED PRIDE, compensation for, 47.
on breach of promise of marriage, 637, 638*b*.
WOUNDS may be shown to jury, 1309.
WRECK, reduction of loss by, 218.
expense of viewing, in admiralty, 589.
WRIST, excessive *d.* for breaking, 1349.
WRIT, *d.* accruing after date of. *See* PROSPECTIVE DAMAGES.
interest allowed at least from date of, 317.
valuation of property in, 532.
of error, interest pending proceedings upon, 336.
WRITS, classification of, by Lord Coke, 96 *n*.
WRONG, *d.* inferred from fact of, 7.
plaintiff need not anticipate, 224.
party need not be called on to commit in avoiding consequences, 225.
exemplary *d.* for wilful or wanton, 363.
WRONGDOERS, responsibility for entire *d.* on, 36*a*.
apportionment of *d.* between, 36*a*.
joint. *See* JOINT WRONG DOERS.
WRONGFUL act outside statute, 1100.
WYOMING, doctrine of exemplary *d.* in, 359.
constitutional provisions as to benefits in, 1145.

YACHT, loss of use of, 196.
value of, 243*a*.
valuation of, in contract, 420*a*.
alue of, in replevin, 534.
YARD, switching, *d.* to, 1121 *n*.
street across railroad, 1152*a*.
YARN, *d.* for conversion of, 499.
YEARS, tenant for, may recover compensation in eminent domain proceedings, 1154*a*.
YIELD of crops, 1149 *n*.
net, of city property, 1179.

THE LIBRARY OF THE UNIVERSITY OF CALIFORNIA LOS ANGELES

UC SOUTHERN REGIONAL LIBRARY FACILITY
AA 000 924 530 9